रजिस्ट्री सं० डी एल (एन) 04/0007/2003—05

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भारत का राजपत्र
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सं. 23] नई दिल्ली, मई 29—जून 4, 2005, शनिवार/ज्येष्ठ 8—ज्येष्ठ 14, 1927
No. 23] NEW DELHI, MAY 29—JUNE 4, 2005, SATURDAY/JYAISTHA 8—JYAISTHA 14, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 13 मई, 2005

का.आ. 1967.—दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, चीफ मेट्रोपोलिटन मजिस्ट्रेट, दिल्ली के समक्ष मामला सं. 1/2005/एस बी/डी एल आई शासकीय गुप्त बात अधिनियम, 1923 (1923 का 19) अथवा फिलहाल लागू किसी अन्य कानून के अन्तर्गत आने वाले अपराधों अथवा उनसे संबंधित अथवा जुड़े किसी अन्य मामले के संबंध में श्री रबीन्द्र सिंह, पूर्व संयुक्त सचिव, अनुसंधान एवं विश्लेषण विंग अथवा अन्य किसी व्यक्ति के विरूद्ध अभियोजन चलाने के लिए श्री ए. के. दत्त, अधिवक्ता, दिल्ली को, एतद्द्वारा विशेष लोक अभियोजक नियुक्त करती है।

[सं. 17017/8/2005-आई. एस.-I]

वी. के. गुप्ता, उप सचिव (आन्तरिक सुरक्षा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 13th May, 2005

S.O. 1967.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government, hereby appoints Shri A.K. Dutt, Advocate, Delhi as a Special Public Prosecutor for conducting the prosecution against Shri Rabinder Singh, former Joint Secretary, Research and Analysis Wing or against any other person for offences under the Official Secrets Act, 1923 (19 of 1923) or under any other law for the time being in force or any other matter connected therewith or incidental thereto in case number 1/2005/SB/DLI before the Chief Metropolitan Magistrate, Delhi.

[No. 17017/8/2005-IS.1]

V. K. GUPTA, Dy. Secy. (Internal Security)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 4 मई, 2005

(आयकर)

का.आ. 1968.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा **"दि मलंकारा ऑर्थेडॉक्स सीरियन चर्च, कोट्टायम, केरल"** को कर-निर्धारण वर्ष 2002-2003 से 2004-2005 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्—

(i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापन की गई है;

(ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा ;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) कर निर्धारिती आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;

(v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धमार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 137/2005/फा. सं. 197/47/2005-आयकर नि-I]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 4th May, 2005

(INCOME-TAX)

S.O. 1968.—In exercise of powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies **"The Malankara Othodox Syrian Church, Kottayam, Kerala"** for the purpose of the said sub-clause for the assessment year **2002-2003 to 2004-2005** subject to the following conditions, namely :—

(i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;

(iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;

(v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 137/2005/F. No. 197/47/2005-ITA-I]

DEEPAK GARG, Under Secy.

आदेश

नई दिल्ली, 4 मई, 2005

स्टाम्प

का.आ. 1969.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा आई. सी. आई.सी.आई. बैंक लिमिटेड, मुम्बई को मात्र एक करोड़ अट्ठानवे लाख तेईस हजार नौ सौ तिरसठ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र पांच सौ अट्ठाईस करोड़ तिरसठ लाख नब्बे हजार रुपए के समग्र मूल्य के ऋण पत्रों के स्वरूप वाले 1057278 असुरक्षित विमोच्य बंधपत्र पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 13/2005-स्टाम्प/ फा. सं. 33/19/2005-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 4th May, 2005

STAMPS

S. O. 1969.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits ICICI Bank Limited, Mumbai to pay consolidated stamp duty of rupees one crore eight lakh twenty three thousand nine hundred sixty three only chargeable on account of the stamp duty on 1057278 unsecured redeemable Bonds (February, 2005 issue) in the nature of debentures aggregating to rupees five hundred twenty eight crore sixty three lakh ninety thousand only, to be issued by the said Bank.

[No. 13/2005-STAMP/F. No. 33/19/2005-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 19 मई, 2005

स्टाम्प

का.आ. 1970.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा आई.सी.आई.सी.आई. बैंक लिमिटेड, मुम्बई को मात्र एक करोड़ इक्कीस लाख चौवालीस हजार रुपए के समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है, जो उक्त बैंक द्वारा किए जाने वाले मात्र तीन सौ तेईस करोड़ तिहत्तर लाख पैंतालीस हजार रुपए के समग्र मूल्य के ऋण पत्रों के स्वरूप के 647469 असुरक्षित विमोच्य बंधपत्रों (मार्च, 2005 को जारी) स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 19/2005-स्टाम्प/फा.सं. 33/23/2005-एस टी]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 19th May, 2005

STAMPS

S. O. 1970.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits ICICI Bank Limited, Mumbai to pay consolidated stamp duty of rupees one crore twenty one lakh forty thousand forty four only chargeable on account of the stamp duty on 647469 unsecured redeemable Bonds (March 2005 issue) in the nature of debentures aggregating to rupees three hundred twenty three crore seventy three lakh forty five thousand only, to be issued by the said Bank.

[No. 19/2005-STAMP/F. No. 33/23/2005-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 19 मई, 2005

स्टाम्प

का.आ. 1971.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भारतीय औद्योगिक विकास बैंक (आई. डी. बी. आई.) मुम्बई को मात्र एक करोड़ उन्तालीस लाख तरेपन हजार छह सौ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा किए जाने वाले मात्र दो सौ उन्नासी करोड़ सात लाख बीस हजार रुपए के समग्र मूल्य के वचन पत्रों जिन्हें आई. डी. बी. आई. फ्लैक्सी बांड-23 (545913 बांड फिजिकल रूप में और 12231 डीमैटीरियलाइज्ड के रूप में) के रूप में वर्णित किया गया है, के स्वरूप वाले बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 16/2005-स्टाम्प/फा. सं. 33/24/2005-एस टी]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 19th May, 2005

STAMPS

S. O. 1971.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Industrial Development Bank of India, Mumbai to pay consolidated stamp duty of rupees one crore thirty nine lakh fifty three thousand six hundred only chargeable on account of the stamp duty on bonds in the nature of promissory notes described as IDBI Flexibonds-23 (545913 bonds in physical form and 12231 bonds in the dematerialized form) aggregating to rupees two hundred seventy nine crore seven lakh twenty thousand only, to be issued by the said Bank.

[No. 16/2005-STAMP/F. No. 33/24/2005-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 19 मई, 2005

स्टाम्प

का.आ. 1972.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खंण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा, पावर फाइनेन्स कारपोरेशन लिमिटेड, नई दिल्ली को मात्र चौदह लाख चालीस हजार एक सौ चौदह रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है,

जो उक्त निगम द्वारा किए जाने वाले निम्नलिखित आधारभूत ढांचा संबंधी बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

(i) मात्र सत्ताइस करोड़ तीस लाख रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00042904 से 00070203 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप में 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय, गैर संचयी कराधेय आधारभूत ढ़ाचा संबंधी बंधपत्र (शृंखला-I);

(ii) मात्र तीस हजार के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00042901 से 00042903 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप में 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय-गैर संचयी कराधेय आधारभूत ढांचा संबंधी बंधपत्र (शृंखला-I);

(iii) मात्र गयारह करोड़ इकसठ लाख नब्बे हजार रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00014624 से 00026242 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय-गैर संचयी कराधेय आधारभूत ढ़ाचा संबंधी बंधपत्र (शृंखला-I);

[सं. 18/2005-स्टाम्प/फा. सं. 33/25/2005-एस टी]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 19th May, 2005

STAMPS

S. O. 1972.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of rupees fourteen lakh forty thousand one hundred fourteen only chargeable on account of the stamp duty on—

(i) 6.00% unsecured redeemable non-convertible non cumulative taxable infrastructure Bonds in the nature of debentures (series-I) bearing distinctive numbers from 00042904 to 00070203 of rupees ten thousand each aggregating to rupees twenty seven crore thirty lakh only;

(ii) 6.00% unsecured redeemable non-convertible non cumulative taxable infrastructure Bonds in the nature of debentures (series-I) bearing distinctive numbers from 00042901 to 00042903 of rupees ten thousand each aggregating to rupees thirty thousand only; and

(iii) 6.00% unsecured redeemable non-convertible cumulative taxable infrastructure Bonds in the nature of debentures (series-I) bearing distinctive numbers from 00014624 to 00026242 of rupees ten thousand each aggregating to rupees eleven crore sixty one lakh ninety thousand only.

to be issued by the said Corporation.

[No. 18/2005-STAMP/F. No. 33/25/2005-ST]

R. G. CHHABRA, Under Secy.

नई दिल्ली, 26 मई, 2005

का.आ. 1973.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय उत्पाद शुल्क एवं सी. शु. आयुक्त का कार्यालय, बी-123, सैक्टर-5, नोएडा
2. सहायक आयुक्त, के.उ.शु. एवं सी.शु. कार्यालय मण्डल-I, ई-5, सैक्टर-1, नोएडा
3. सहायक आयुक्त, के.उ.शु. एवं सी.शु. कार्यालय मण्डल-II, ई-5, सैक्टर-1, नोएडा
4. उप आयुक्त, के.उ.शु. एवं सी.शु. कार्यालय मण्डल-III, ई-5, सैक्टर-1, नोएडा
5. उप आयुक्त, के.उ.शु. एवं सी.शु. कार्यालय मण्डल-IV, ई-5, सैक्टर-1, नोएडा
6. सहायक आयुक्त, के.उ.शु. एवं सी.शु. कार्यालय मण्डल-V, ई-5, सैक्टर-1, नोएडा

[फा. सं. 11013(01)2005-हिन्दी-2]

मधु शर्मा, निदेशक (राजभाषा)

New Delhi, the 26th May, 2005

S. O. 1973.—In pursuance of sub-rule (4) 10 of the Official Languate (Use of Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following office under the Board of Central Excise and Customs, Department of Revenue the 80% staff whereof have acquired the working knowledge of Hindi :

1. Office of the Commissioner, Central Excise and Custom, B-123, Sector-5, Noida
2. Office of the Asstt. Commissioner, Central Excise and Custom Dn. I, E-5, Sector-1, Noida
3. Office of the Asstt. Commissioner, Central Excise and Custom Dn. II, E-5, Sector-1, Noida
4. Office of the Dy. Commissioner, Central Excise and Custom Dn. III, E-5, Sector-1, Noida
5. Office of the Dy. Commissioner, Central Excise and Custom Dn. IV, E-5, Sector-1, Noida
6. Office of the Asstt. Commissioner, Central Excise and Custom Div. -V, E-5, Sector-1, Noida

[F. No. 11013(01) 2005-Hindi-2]

MADHU SHARMA, Director (OL)

पोत-परिवहन, सड़क-परिवहन और राजमार्ग मंत्रालय

(पोत-परिवहन विभाग)

नई दिल्ली, 16 मई, 2005

का.आ. 1974.—केन्द्रीय दीपस्तंभ-सलाहकार-समिति (प्रक्रियात्मक) नियमावली, 1976 के नियम 3, 4 और 11 के साथ पठित दीपस्तंभ अधिनियम, 1927 (1927 के 17) की धारा 4 की उपधारा (1) के अनुसरण में, केन्द्र सरकार, एतद्द्वारा, 19 फरवरी, 2005 से दो वर्ष की अवधि के लिए निम्नलिखित व्यक्तियों से युक्त केन्द्रीय दीपस्तंभ-सलाहकार-समिति नियुक्त करती है अर्थात् :—

अध्यक्ष

1. सचिव, पोत-परिवहन — पदेन

सदस्य

2. अपर सचिव और वित्तीय सलाहकार पोत-परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय — पदेन
3. भारत-सरकार के नौचालन-सलाहकार नौवहन-महानिदेशालय, मुंबई — पदेन
4. भारत सरकार के मुख्य जल-सर्वेक्षक, नौसेना जल-सर्वेक्षक कार्यालय, देहरादून — पदेन
5. श्री दाह्या भाई वी. पटेल संसद-सदस्य (लोक सभा)
6. श्री जी. के. वासन संसद-सदस्य (राज्य सभा)
7. श्री के. सी. पांडे निदेशक (प्रचालन) तटरक्षक मुख्यालय, नेशनल स्टेडियम परिसर, नई दिल्ली — तट-रक्षक के प्रतिनिधि
8. श्री एस. एस. रंगनेकर निदेशक (लाइन और यात्री सेवाएं) भारतीय नौवहन-निगम लिमिटेड, मुंबई — भारतीय पोत-स्वामी संघ के प्रतिनिधि
9. कैप्टन एस. के. भाटिया उपाध्यक्ष (विपणन) इस्सार शिपिंग लिमिटेड, मुंबई — भारतीय पोत-स्वामी संघ के प्रतिनिधि
10. कैप्टन डी. के. मोहन्ती उप संरक्षक, पारादीप-पत्तन-न्यास उड़ीसा — भारतीय पत्तन संघ के प्रतिनिधि
11. कैप्टन एम. एम. रोड्रिग्ज उप संरक्षक, मुंबई-पत्तन-न्यास, मुंबई — भारतीय पत्तन संघ के प्रतिनिधि
12. कैप्टन जे. एस.गिल — फैडरेशन ऑफ इंडियन चैम्बर्स ऑफ कॉमर्स एंड इंडस्ट्री (फिक्की) और कंपनी ऑफ मास्टर मेनर्स ऑफ इंडिया के भी प्रतिनिधि
13. श्री अमीन एम. सिक्कावाला अध्यक्ष, फैडरेशन ऑफ आल इंडिया सेलिंग वैसेल्स इंडस्ट्री एसोसिएशन, जामनगर — पश्चिमी तट के पाल जलयानों के हितों के प्रतिनिधि
14. श्री उबलद्राज जे. मैकेना महासचिव, इंडियन मोटर वैसेल ओनर्स एसोसिएशन तूतीकोरिन (तमिलनाडु) — पूर्वी तट के पाल जलयानों के हितों के प्रतिनिधि
15. श्री. पी. एच. कृष्णन उप नौवहन-महानिदेशक, मुंबई — नौवहन-महानिदेशालय के प्रतिनिधि
16. श्री के. मैथ्यू जॉर्ज महाप्रबंधक, एस्पिनवैल एंड कंपनी लिमिटिड, कोचीन — एसोशिएटिड चैम्बर ऑफ कॉमर्स एंड इंडस्ट्री के प्रतिनिधि
17. श्री संजय दाद लाइका निदेशक, महाराष्ट्र चैम्बर ऑफ कॉमर्स एंड इंडस्ट्रीय, मुंबई — गैर सरकारी
18. श्री एस. एम. सुल्तान राष्ट्रीय सचिव, अखिल भारतीय युवा कांग्रेस समिति, वाराणसी (उत्तर प्रदेश) — गैर सरकारी
19. महानिदेशक दीपस्तंभ और दीपपोत-महानिदेशालय — सदस्य-सचिव

[फा. सं. एल एच-11016/1/2005-एस एल]

वी. पी. राणा, अवर सचिव

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 16th May, 2005

S. O. 1974.—In pursuance of sub-Section (1) of Section 4 of the Lighthouse Act, 1927 (No. 17 of 1927) read with Rules 3, 4 and 11 of the Central Advisory Committee for Lighthouses (Procedural) Rules, 1976, the Central Government hereby appoints for a period of two years with effect from 19th February, 2005 the Central Advisory Committee for Lighthouses, comprising the following persons, namely :—

CHAIRMAN

1. Secretary (Shipping) — Ex-officio

MEMBERS

2. Addl. Secretary & Financial Adviser, Ministry of Shipping — Ex-officio
3. Nautical Advisor to the Govt. of India, Directorate General of Shipping, Mumbai — Ex-officio
4. Chief Hydrographer to the Govt. of India, Naval Hydrographic Office, Dehradun — Ex-officio
5. Shri Dahya Bhai V. Patel, M.P. (Lok Sabha)
6. Shri G. K. Vasan, M.P. (Rajya Sabha)
7. Shri K. C. Pande, Director (Operation) Coast Guard Hqrs., National Stadium Complex, New Delhi — Representative of Coast Guard
8. Shri S. S. Rangnekar, Director (Liner & Passenger Services) Shipping Corporation of India, Mumbai — Representative of Indian National Shipowners' Association (INSA)
9. Capt. S. K. Bhatia, Vice President (Marketing) Essar Shipping Ltd., Mumbai — Representative of Indian National Shipowners' Association (INSA)
10. Capt. D. K. Mohanty, Dy. Conservator, Paradip Port Trust, Orissa — Representative of Indian Ports Association (IPA)
11. Capt. M. M. Rodrigues, Dy. Conservator, Mumbai Port Trust, Mumbai — -do-
12. Capt. J. S. Gill — Representative of Federation of Indian Chambers of Commerce & Industry (FICCI) and also that of Company of Master Mainers of India
13. Shri Amin M. Sikkawala President, Federation of All India Sailing Vessels Industry Association, Jamnagar — Representative of Sailing Vessels Interest for West Coast
14. Shri Ubaldraj J. Mackenna, General Secretary, Indian Motored Vessels Owners' Association, Tuticorin (Tamil Nadu) — Representative of Sailing Vessels Interest for Eest Coast
15. Shri P. H. Krishnan, Dy. Dg (Shipping), Mumbai — Representative of Dte. Genl. of Shipping
16. Shri K. Mathew George, General Manager, Aspinwell & Co. Ltd., Cochin — Representative of Associated Chambers of Commerce & Industry (ASSOCHAM)
17. Shri Sanjay Dadlika, Director, Maharashtra Chamber of Commerce & Industries, Mumbai — Non official
18. Shri S. M. Sultan, National Secretary, All India Youth Congress Committee, Varanasi (U.P.) — -do-
19. Director General of Lighthouses & Lightships — Member Secretary

[F. No. LH-11016/1/2005-SL]

V. P. RANA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 5 मई, 2005

का.आ. 1975.—भारतीय मानक ब्यूरो, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :—

अनुसूची

क्रम. संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	8534 (भाग 5) : 2005 खान टब युग्मन और कर्षण शलाकाएँ भाग 5 कर्षण शलाकाएँ (प्रथम पुनरीक्षण)	8534 (भाग 5) : 1995 खान टब युग्मन और कर्षण शलाकाएँ भाग 5 कर्षण शलाकाएँ	31 मार्च, 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम. ई. डी./जी-2 : 1]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-I)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(Bureau of Indian Standards)

New Delhi, the 5th May, 2005

S.O. 1975.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated agsinst each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 8534 (Part 5) : 2005 Mine tub couplings and drawbars Part 5 drawbars (First Revision)	IS 8534 (Part 5) : 1995 Mine tub couplings and drawbars Part 5 drawbars	31 March, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MED/G-2 : 1]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 16 मई, 2005

का.आ. 1976.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :—

अनुसूची

क्रम. संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1921 : 2005—फ्लक्स कोर्ड टाँका तार—विशिष्टि (दूसरा पुनरीक्षण)	आई एस 1921 : 1975—रासिन कोर्ड टाँका तार—विशिष्टि (पहला पुनरीक्षण)	31 मार्च, 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 9/टी-31]

एस. के. गुप्ता, वैज्ञानिक—एफ एवं प्रमुख (मेट. इंजि.)

New Delhi, the 16th May, 2005

S.O. 1976.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated agsinst each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 1921 : 2005—Flux cored solder wire—Specification (Second Revision)	IS 1921 : 1975—Rosin cored solder wire (First Revision)	31 March, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Office : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 9/T-31]

S. K. GUPTA, Sc.-F & Head (Met. Engg.)

नई दिल्ली, 16 मई, 2005

का.आ. 1977.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :—

अनुसूची

क्रम. संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11516 : 2005—इलैक्ट्रॉनिक अनुप्रयोगों के लिए मृदु टाँका (पहला पुनरीक्षण)	आई एस 11516 : 1985	31 मार्च, 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 9/टी-47]

एस. के. गुप्ता, वैज्ञानिक—एफ एवं प्रमुख (एमटीडी)

New Delhi, the 16th May, 2005

S.O. 1977.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
I	IS 11516 : 2005—Soft Solder for Electronic Applications—Specification (First Revision)	IS 11516 : 1985	31 March, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

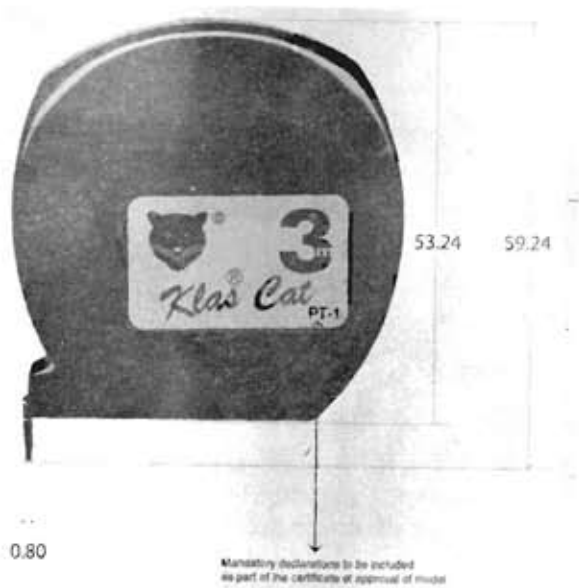
[Ref : MTD 9/T-47]

S. K. GUPTA, Sc.—F & Head (MTD.)

नई दिल्ली, 3 मई, 2005

का.आ. 1978.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स क्लास टेप कं., प्लाट सं. 10/ए, खापोली इंडस्ट्रियल एरिया, खापाली-410203 जिला रियागढ़, महाराष्ट्र द्वारा निर्मित यथार्थता वर्ग-II वाले "क्लास कैट" शृंखला के नम्य स्टील टेप माप मॉडल का, जिसके ब्रांड का नाम "क्लास टेप" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/478 समनुदेशित किया गया है;



Front View

उक्त मॉडल यथार्थता वर्ग-II वाला 3 मीटर लम्बाई का और 1 मि. मी. के अंशांकन सहित एक नम्य स्टील टेप माप है। टेप की 12.24 मि. मी. चौड़ाई और मोटाई 0.12 मि. मी. है। टेपों की 1 मि. मी. के लघुतम विभाजन सहित अधिकतम लम्बाई की रेंज 0.5 मी., 1 मी., 1.5 मी., 2 मी., 3 मी., 4 मी. और 5 मी. है।

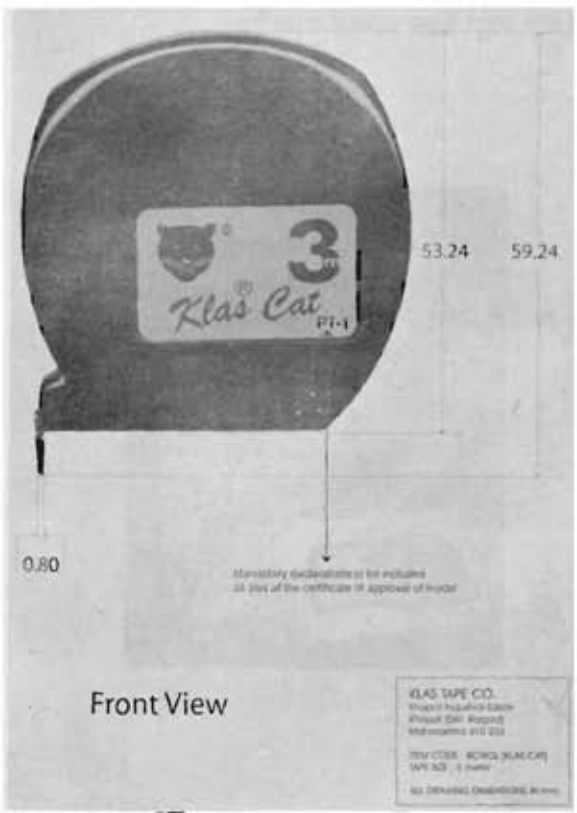
[फा.सं. डब्ल्यू. एम.-21(146)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd May, 2005

S.O. 1978.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of flexible steel tape measure of "KLAS CAT" series, accuracy class-II and with brand name "KLAS TAPE" (hereinafter referred to as the said model), manufactured by M/s Klas Tape Co., Plot No 10/A, Khapoli Industrial Area, Khapoli-410203, Dist Riagad, Maharastra and which is assigned the approval mark IND/09/2004/478;



The said model is a flexible steel tape measure of length 3m with 1 mm graduation belonging to accuracy class-II. The tape has a width of 12.24mm and thickness of 0.12mm. The range of maximum length of the tapes are 0.5m, 1m, 1.5m, 2m, 3m, 4m and 5m with smallest division 1mm.

[F. No. WM-21(146)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 10 मई, 2005

का.आ. 1979.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कैस इंडिया प्राइवेट लिमिटेड, 568, उद्योग विहार, फेज-V, गुड़गांव-122016, हरियाणा द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "ई डी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सी ए एस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/345 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का भार सेल आधारित (टेबल टाप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(340)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 10th May, 2005

S.O. 1979.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "ED" series of high accuracy (Accuracy class-II) and with brand name "CAS" (hereinafter referred to as the said model), manufactured by M/s CAS India Private Limited, 568, Udyog Vihar, Phase-V, Gurgaon-122 016, Haryana and which is assigned the approval mark IND/09/2004/345;

The said model (see the figure given below) is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' of value 1×10^k, 2×10^k or 5×10^k, k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

[F. No. WM-21(340)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 10 मई, 2005

का.आ. 1980.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कैस इंडिया प्राइवेट लिमिटेड, 568, उद्योग विहार फेज-V, गुड़गांव-122016, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले ''ई डी'' श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम ''सी ए एस'' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/346 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का भार सेल आधारित (टेबल टाप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक ''ई'' मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के ''ई'' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21 (340)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 10th May, 2005

S.O. 1980.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "ED" series of medium accuracy (Accuracy class-III) and with brand name "CAS" (herein referred to as the said model), manufactured by M/s CAS India Private Limited, 568, Udyog Vihar, Phase-V, Gurgaon-122 016, Haryana and which is assigned the approval mark IND/09/2004/346;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36, of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' of value 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(340)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 13 मई, 2005

का.आ. 1981.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिसिजन इलैक्ट्रॉनिक्स इंस्ट्रूमेंट्स कंपनी, 77, स्वर्ण पार्क, मुंडका, नई दिल्ली-110004 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "जी टी डब्ल्यू" श्रृंखला के अस्वचालित, अंकक सूचन सहित, तोलन उपकरण (तुला चौकी प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "गोल्ड टैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/535 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है ;

उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (तुला चौकी प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 60 टन और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21 (124)/2004]

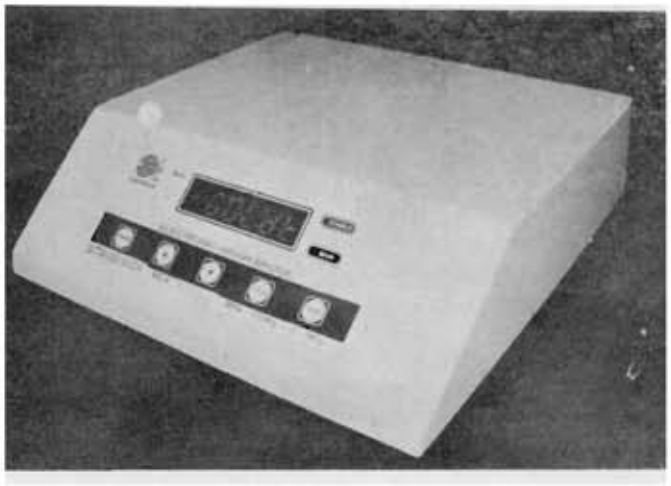
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th May, 2005

S.O. 1981.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge type) with digital indication of "GTW" series of medium accuracy (Accuracy class-III) and with brand name "GOLDTECH" (herein after referred to as the said model), manufactured by M/s Precision Electronic Instruments Co., 77, Swaran Park, Mundaka, New Delhi-110041 and which is assigned the approval mark IND/09/2004/535;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 60 tonne and minimum capacity of 200kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36, of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5kg or more and with 'e' value 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(124)/2004]

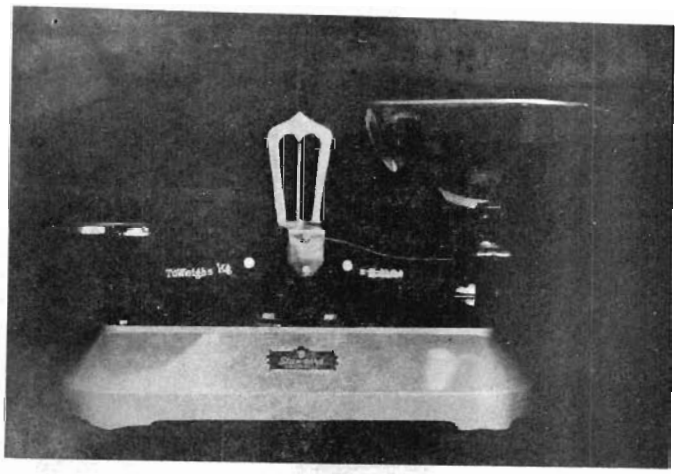
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 19 मई, 2005

का.आ. 1982.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्टेण्डर्ड काटावाला, 11/99, ग्वालटोली, कानपुर-208 001, उत्तर प्रदेश, गणक मशीन के मॉडल का (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/532 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) तुलादण्ड के सिद्धान्त पर कार्य करने वाला एक काउंटर मशीन है। इसकी अधिकतम क्षमता 5 कि. ग्रा. है और इसके ब्रांड का नाम "एस के डब्ल्यू" है।



स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन की काउंटर मशीन भी होंगी, जिनकी अधिकतम क्षमता 500 ग्रा. से 50 कि. ग्रा. तक है।

[फा. सं. डब्ल्यू. एम.-21 (295)/2004]

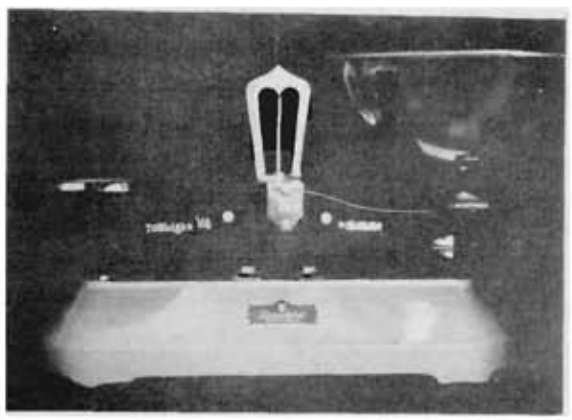
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 19th May, 2005

S.O. 1982.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of counter machine (herein after referred to as the said model), manufactured by M/s Standard Katawala, 11/99, Gwaltoli, Kanpur-208 001, Uttar Pradesh and which is assigned the approval mark IND/09/2004/532;

The said model (see the figure given below) is a counter machine working on the principle of beam with maximum capacity of 5kg with brand name "SKW".



In addition to sealing the stamping plate, mahcine shall be sealed to prevent its opening for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36, of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the counter machine of similar make, accuracy and performance of same series with maximum capacity from 500g up to 50kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved Model has been manufactured.

[F. No. WM-21(295)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

कोयला मंत्रालय

नई दिल्ली, 26 मई, 2005

का.आ. 1983.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी की और भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) तारीख 9 अक्टूबर, 2004 पृष्ठ 5944 और 5945 पर में प्रकाशित भारत सरकार के तत्कालीन कोयला व खान मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का. आ. 2515, तारीख 30 सितम्बर, 2004 की गई थी, द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 114.00 हेक्टर (लगभग) या 281.70 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार को यह समाधान हो गया है, कि उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि के एक भाग में कोयला अभिप्राप्य है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे उपाबद्ध अनुसूची में यथा वर्णित 108.58 हेक्टर (लगभग) या 268.30 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस सभी पर के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है :—

टिप्पण :— (1) : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी.-1 (ई) III/एफआर/727-0205 तारीख 5 फरवरी, 2005 का निरीक्षण कलक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकेगा।

टिप्पण :— (2) : उपर्युक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :—

अर्जन के प्रति आक्षेप 8 :

(1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :— इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा, जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर दिए जाते हैं।

टिप्पण :— (3) : केन्द्रीय सरकार द्वारा कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 को का. आ. सं. 2519 तारीख 27 मई, 1983 के अनुसार भारत सरकार के राजपत्र भाग II, खंड III, उपखंड (ii) में अधिसूचित किया गया और तारीख 11 जून, 1983 को भारत सरकार के राजपत्र भाग II, खंड III, उपखंड (ii) में प्रकाशित अधिसूचना द्वारा उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया गया है।

अनुसूची

सिंगोरी विस्तार खंड

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

(रेखांक सं. सी-1 (ई) III/एफआर/727-0205, तारीख 5 फरवरी, 2005)

सभी अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	सिंगोरी	12	पारशिवनी	नागपुर	51.38	भाग
2.	हिंगणा (बाराभाई)	12	पारशिवनी	नागपुर	57.20	भाग

कुल क्षेत्र :— 108.58 हेक्टर (लगभग)

या

268.30 एकड़ (लगभग)

ग्राम सिंगोरी में अर्जन किए जाने वाले प्लॉट संख्यांक :

48/1-48/2-48/3-48/4, 49, 50/1-50/2, 51, 52, 53, 54, 55, 56, 57, 58, 59/1-59/2 (भाग), 60/1- 60/2,- 60/3 (भाग), 61, 62, 63, 64/1- 64/2, 65, 66/1- 66/2 (भाग), 68/1- 68/2- 68/3 (भाग), 69, 70, 71 (भाग), 73 नाला (भाग), 74/1,- 74/2- 74/3, 75, 76, 77 (भाग), 78 (भाग), 79/1,- 79/2 (भाग), 80 (भाग), 81 (भाग), 82 (भाग), 83 (भाग)।

ग्राम हिंगणा (बाराभाई) में अर्जन किए जाने वाले प्लॉट संख्यांक:

8, 9/1- 9/2, 10, 11, 20, 21, 204, 205, 206/1- 206/2, 207/1- 207/2- 207/3, 208, 209, 210, 211, 212, 213, 214/1- 214/2, 215, 216, 217, 218/1-218/2-218/3, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232/1- 232/2, 233, सड़क (भाग)।

सीमा वर्णन :

क - ख: रेखा बिन्दु 'क' से आरम्भ होती है और ग्राम सिंगोरी और प्लॉट संख्या 59/1- 59/2, 60/1-60/2- 60/3, 66/1- 66/2, 68/1- 68/2- 68/3, 71, 73, 77, 78, 79/1- 79/2, 80, 81, 82, 83 में से होकर गुजरती है और बिन्दु 'ख' पर मिलती है।

ख - ग: रेखा ग्राम सिंगोरी और हिंगणा (बाराभाई) की सम्मिलित सीमा और प्लॉट संख्या 213, 212, 211, 210 के बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'ग' पर मिलती है।

ग - घ: रेखा ग्राम हिंगणा(बाराभाई) से होकर प्लॉट सं. 210, 209, 208, 207/1-207/2- 207/3, 204, 205 की बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'घ' पर मिलती है।

घ - ङ: रेखा हिंगण (बाराभाई) से होकर प्लॉट संख्या 205 की बाह्य सीमा के साथ-साथ गुजरती है फिर पार करती है और प्लॉट संख्या 233, 230, 227, 8, 9/1- 9/2, 10, 11 की बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'ड़' पर मिलती है।

ङ- च -छ: रेखा ग्राम हिंगणा (बाराभाई) से होकर प्लॉट 20, 21 की बाह्य सीमा के साथ गुजरती है फिर ग्राम हिंगणा (बाराभाई) और सिंगोरी की सम्मिलित ग्राम सीमा और प्लॉट संख्या 49, 48/1- 48/2- 48/3- 48/4 के बाह्य सीमा के साथ गुजरती है और बिन्दु 'छ' पर मिलती है।

छ - क: रेखा ग्राम सिंगोरी से होकर प्लॉट संख्या 48/1-48/2- 48/3-48/4, 58, 59/1- 59/2 की बाह्य सीमा के साथ जाती है और आरंभिक बिन्दु 'क' पर मिलती है।

[सं. 43015/18/2004-पी. आर. आई. डब्ल्यू.]

बी. के. पण्डा, निदेशक

MINISTRY OF COAL

New Delhi, the 26th May, 2005

S. O. 1983.—Whereas by the notification of the Government of India in the then Ministry of Coal and Mines (Department of Coal) Number S. O. 2515 dated the 30th September, 2004 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part-II, Section 3, sub-section (ii) of the Gazette of India, dated the 9th October, 2004 at pages 5942 and 5945, the Central Government gave notice of its intention to prospect for coal in the land measuring 114.00 hectares (approximately) or 281.70 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 108.58 hectares (approximately or 268.30 acres (approximately) and all rights in or over such land as described in the Schedule appended hereto.

Note 1.— The plan bearing No. C-1(E)III/FR/727-0205 dated the 5th February, 2005 of the area covered by this notification may be inspected in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata (Pin-700 001) or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

Note 2.— Attention is hereby invited to the provisions of Section 8 of the aforesaid Act which provides as follows:—

Objections to acquisition :

"8. (1) Any person interested in any land in respect of which a notification under Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of anyrights in or over such land.

Explanation :—It shall not be an objection within the meaning of this section for any person to say that he himelf desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under Sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either made a report in respect of the land which has been notified under Sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3.— The Coal Controller, 1, Council House Street, Kolkata–700 001, has been appointed by the Central Government as the competent authority under the Act, vide notification number S.O. 2519 dated the 27th May, 1983, published in Part—II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE

Singori Extension Block, Nagpur area
District Nagpur (Maharashtra)

(Plan No. C-1(E)III/FR/727-0205 dated the 5th February, 2005).

All Rights

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Singori	12	Parseoni	Nagpur	51.38	Part
2	Hingna (Barabhai)	12	Parseoni	Nagpur	57.20	Part

Total area : 108.58 hectare (approximately)
or 268.30 acres (approximately)

Plot numbers to be acquired in village Singori :

48/1-48/2-48/3-48/4, 49, 50/1-50/2, 51, 52, 53,54,55,56,57, 58, 59/1-59/2 part, 60/1-60/2-60/3 part, 61, 62, 63, 64/1-64/2, 65, 66/1-66/2 part, 68/1-68/2-68/3 part, 69, 70, 71 part, 73 nallah part, 74/1-74/2-74/3, 75, 76, 77 part, 78 part, 79/1-79/2 part, 80 part, 81 part, 82 part, 83 part.

Plot numbers to be acquired in village Hingna (Barabhai) :

8, 9/1-9/2, 10, 11, 20, 21, 204, 205, 206/1-206/2, 207/1-207/2-207/3, 208, 209, 210, 211, 212, 213, 214/1-214/2, 215, 216, 217, 218/1-218/2-218/3, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232/1-232/2, 233 road part.

Boundary description :

A—B : Line starts from point 'A' and passes through village Singori and plot numbers 59/1-59/2, 60/1-60/2-60/3, 66/1-66/2, 68/1-68/2-68/3, 71, 73, 77, 78, 79/1-79/2, 80, 81 82, 83 and meets at point 'B'.

B—C : Line passes along with the common village bounary of villages Singori and Hingna (Barabhai) and outer boundary of plot numbers 213, 212, 211, 210 and meets at point 'C'.

C—D : Line passes through village Hingna (Barabhai) along the outer boundary of plot numbers 210, 209, 208, 207/1-207/2-207/3, 204, 205 and meets at point 'D'.

D—E : Line passes through village Hingna (Barabhai) along the outer boundary of plot number 205 then crosses road and passes along the outer boundary of plot numbers 233, 230, 227, 8, 9/1-9/2, 10, 11 and meets at point 'E'.

E–F–G : Line passes through village Hingna (Barabhai) along the outer boundary of plot numbers 20,21 then proceeds along the common village boundary of Hingna (Barabhai) and Singori and outer boundary of plot numbers 49, 48/1-48/2-48/3-48/4 and meets at point 'G'.

G—A : Line passes through village Singori along the outer boundary of plot numbers 48/1-48/2-48/3-48/4, 58, 59/1-59/2 and meets at starting point 'A'.

[No. 43015/18/2004–PRIW]

B. K. PANDA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 मई, 2005

का.आ. 1984.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भूतपूर्व पेट्रोलियम मंत्रालय की 14 जुलाई, 1986 तथा 02-03-1988 की अधिसूचना के अनुक्रम में केन्द्रीय सरकार नीचे की सारणी के स्तम्भ (1) में वर्णित निगमित प्राधिकरणों के अधिकारियों को जो कि सरकार के राजपत्रित अधिकारियों के रैंक के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) मे तत्संबंधी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों के संबंध में, जो कि उनकी अपनी अधिकारिता की स्थानीय सीमाओं के भीतर हो, उक्त अधिनियम द्वारा या उसके सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे तथा अधिरोपित शक्तियों का पालन करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
1	2
1. वरि.का. एवं प्र. अधिकारी, निगमित प्रशासन, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., देहरादून-248003	उत्तरांचल के देहरादून जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
2. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., जीवन भारती, टावर-II, 124, इंदिरा चौक, नई दिल्ली-110001	दिल्ली तथा नई दिल्ली के संघ शासित क्षेत्रों में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
3. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., क्षेत्रीय कार्यालय, एनएसई भवन, बान्द्रा-कुर्ला कॉम्प्लेक्स, मुम्बई-400051	मुंबई महानगर में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
4. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., ओएनजीसी कॉम्प्लेक्स, फेज-II, पनवेल, रायगढ़-410221	महाराष्ट्र राज्य में रायगढ़ जिले के पनवेल शहर में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
5. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., उरण संयंत्र, द्रोणगिरी भवन, उरण, जिला रायगढ़, महाराष्ट्र-400702	महाराष्ट्र राज्य के रायगढ़ जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
6. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., हाजिरा गैस प्रोसेसिंग कॉम्प्लेक्स, पो.ओ. ओएनजीसी नगर, सूरत-394518	गुजरात राज्य के सूरत जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
7. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., क्षेत्रीय कार्यालय, मध्य क्षेत्र, 41 चौरंगी रोड, कोलकाता-700071	पश्चिम बंगाल राज्य के कोलकाता शहर में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
8. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., त्रिपुरा परिसम्पत्ति, बदरघाट कॉम्प्लेक्स, अगरतला, त्रिपुरा-799014	त्रिपुरा राज्य में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
9. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., असम परिसम्पत्ति तथा क्षेत्रीय कार्यालय, नाजिरा, जिला शिबसागर (असम)-785685	असम राज्य के शिबसागर और डिब्रूगढ़ जिले में शिबसागर, मुरान में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।

1	2
10. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., असम तथा असम अराकान बेसिन, लुइट भवन, ओएनजीसी सिनमारा, कॉम्प्लेक्स, पो.ओ. सिनमारा, जिला जोरहाट (असम)-785704	असम राज्य के जोरहाट, गोलाघाट जिले में और नागालैंड राज्य में ऑयल एंड नेचुरल गैस कॉरपोरेश्न लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
11. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., कछार फारवर्ड बेस, एए-एंड ए बेसिन, श्रीकोण, सिलचर (असम)-788026	असम राज्य के कछार जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
12. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., क्षेत्रीय कार्यालय, दक्षिणी क्षेत्र, तालमुत्तु नटराजन बिल्डिंग (सीएमडीए टावर), नं. 1 गांधी इरविन रोड, एगमोर, चैन्नै-600008	तमिलनाडु राज्य के चेन्नै नगर में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
13. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., राजमहेन्द्री परिसम्पत्ति, गोदावरी भवन, बेस कॉम्प्लेक्स, राजमहेन्द्री-533106 ईजी जिला (आन्ध्र प्रदेश)	आन्ध्र प्रदेश राज्य के राजमहेन्द्री में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
14. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., कराइकल परिसम्पत्ति, नेरेवी कार्यालय कॉम्प्लेक्स, नेरेवी -609604	संघशासित पाण्डिचेरी के कराइकल जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
15. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., क्षेत्रीय कार्यालय, पश्चिमी क्षेत्र, मकरपुरा रोड, वड़ोदरा-390009	गुजरात राज्य के वड़ोदरा जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
16. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., अहमदाबाद परिसम्पत्ति, अवनि भवन, चॉदखेड़ा, अहमदाबाद-380005	गुजरात राज्य के अहमदाबाद जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
17. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., अंकलेश्वर परिसम्पत्ति, अंकलेश्वर जिला, भरूच (गुजरात)-393010	गुजरात राज्य के भरुच जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
18. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., मेहसाना परिसम्पत्ति, केडीएम भवन, पालवासना मेहसाना, गुजरात-384002	गुजरात राज्य के मेहसाना जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
19. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., कैम्बे फारवर्ड बेस, पो.ओ. कंसारी जिला आनन्द	गुजरात राज्य के खेड़ा जिले में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
20. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., केडीएम कॉम्प्लेक्स, मंडोर रोड, जोधपुर-342026	राजस्थान परिसम्पत्ति के जोधपुर तथा अन्य स्थानों पर ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।
21. वरि.का. एवं प्र. अधिकारी, ऑयल एंड नेचुरल गैस कॉरपोरेशन लि., पेट्रोलियम संरक्षा, स्वास्थ्य तथा पर्यावरण प्रबंधन संस्थान (इप्शेम), बेतुल, पो.ओ. वेलिम, दक्षिणी गोवा-403723	गोवा राज्य में ऑयल एंड नेचुरल गैस कॉरपोरेशन लि. की ओर से उसके स्थान या इसके द्वारा पट्टे पर या अधिग्रहण की हो सिवाय इस प्रकार के जो अन्य सम्पदा अधिकारियों के प्रशासनिक नियंत्रण में हो।

[फा.सं. 23016/1/98-ओएनजी/डी-III]

ओ. पी. बनवारी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th May, 2005

S.O. 1984.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession to this Ministry earlier Notifications dated the 14th July, 1986 and 2-3-1988, the Central Government hereby appoints the officers mentioned in column 1 of the Table below, being officers of the corporate authority, equivalent in rank to a Gazetted Officer of Government to be Estate Officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers by or under the said Act within the local limits of their respective jurisidiction, in respect of the premises specified in column 2 of the said Table :—

TABLE

Designation of the Officer	Categories of Public Premises and local limits of jurisdiction
1	2
1. Sr. P & A Officer Corporate Administration, Oil and Natural Gas Corporation Ltd., Dehradun-248003	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd., in the District Dehradun, Uttaranchal State, except such of them as are under the administrative control of the other Estate Officers.
2. Sr. P & A Officer, Oil and Natural Gas Corporation Ltd., Jeevan Bharati, Tower-II, 124, Indira Chowk, New Delhi-110 001	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd., in the Union Territory of Delhi and State of New Delhi, except such of them as are under the administrative control of the other Estate Officers.
3. Sr. P & A Officer, Regional Office Oil and Natural Gas Corporation Ltd., NSE Building, Bandra Kurla Complex, Mumbai-400 051	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd., in the city of Mumbai, except such of them as are under the administrative control of the other Estate Officers.
4. Sr. P & A Officer, Oil and Natural Gas Corporation Ltd., ONGC Complex, Phase-II Panvel, Distt. Raigad-410221	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd., in the city of Panvel, Distt. Raigad, except such of them as are under the administrative control of the other Estate Officers.
5. Sr. P & A Officer,Oil and Natural Gas Corporation Ltd., Uran Plant, Dronagiri Bhavan, URAN, Distt. Raigad, Maharashtra-400702	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District Raigad, Maharashtra State, except such of them as are under the administrative control of the other Estate Officers.
6. Sr. P & A Officer, Oil and Natural Gas Corporation Ltd., Hazira Gas Processing Complex, P.O. ONGC Nagar, Surat-394 518	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the Surat District, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
7. Sr. P & A Officer, ONGC, RO, Oil and Natural Gas Corporation Ltd., CR, 41, Chowringhee Road Kolkata-700071	Premises belonging to or taken on lease or requisitioned by on behalf of the Oil and Natural Gas Corporation Ltd. in the city of Kolkata, West Bengal State, except such of them as are under the administrative control of the other Estate Officers.
8. Sr. P & A Officer, Oil and Natural Gas Corporation Ltd., Tripura Asset, Badarghat Complex, Agartala, Tripura-799 014	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd., in the State of Tripura, except such of them as are under the administrative control of the other Estate Officers.
9. Sr. P & A Officer, Oil and Natural Gas Corporation Ltd., Assam Asset & Regional Office, Nazira, Distt. Sivasagar (Assam)-785 685	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in Sibsagar, Moran in the District of Sibsagar and Dibrugarh in Assam State, other than those under the administrative control of other Estate Officers.

1	2
10. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Assam & Assam Arakan Basin, Luit Bhavan, ONGC, Cinnamara Complex, P.O. Cinnamara, Distt. Jorhat (Assam)-785 704	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District of Jorhat, Golaghat in State of Assam and in the State of Nagaland except such of them as are under the administrative control of the other Estate Officers.
11. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Cachar Forward Base, AA&A Basin, Srikona, Silchar (Assam)-788 026	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corportion Ltd. in the District of Cachar in Assam State, other than those under the administrative control of the other Estate Officers.
12. Sr. P&A Officer, RO, Oil and Natural Gas Corporation Ltd., SR, Thalamuthu Natrajan Building (CMDA Towers), No. 1, Gandhi Irwin Road, Egmore, Chennai-600 008	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the city of Chennai, Tamilnadu State, except such of them as are under the administrative control of the other Estate Officers.
13. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Rajahmundry Asset, Godavari Bhavan, Base Complex Rajahmundry-533 106 E.G. Distt. (A.P.)	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the Distt. of Rajahmundry, except such of them as are under the administrative control of the other Estate Officers.
14. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Karaikal Asset, Neravy Office Complex, Neravy-609 604	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the Distt. of Karaikal, Union Territory of Pondicherry, except such of them as are under the administrative control of the other Estate Officers.
15. Sr. P&A Officer, Regional Office, Oil and Natural Gas Corporation Ltd., WR, Makarpura Road, Vadodara-390009	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District of Vadodara, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
16. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Ahmedabad Asset, Avani Bhavan, Chandkheda, Ahmedabad-380 005	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District Ahmedabad, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
17. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Ankleshwar Asset, Ankleshwar, Dist. Bharuch (Gujarat)-393 010	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District of Bharuch, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
18. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Mehsana Asset, KDM Bhavan, Palavasana, Mehsana, Gujarat-384 003	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District of Mehsana, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
19. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd. Cambay Forward Base, P.O. Kansari-Distt. Anand	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the District Kheda, Gujarat State, except such of them as are under the administrative control of the other Estate Officers.
20. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., KDM Complex, Mandore Road, Jodhpur-342 026	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the city of Jodhpur and other premises at Rajasthan State, except such of them are as under the administrative control of the other Estate Officers.
21. Sr. P&A Officer, Oil and Natural Gas Corporation Ltd., Institute of Petroleum Safety Health and Environment Management (IPSHEM), Betul, P.O. Velim, South Goa-403 723	Premises belonging to or taken on lease or requisitioned by or on behalf of the Oil and Natural Gas Corporation Ltd. in the State of Goa, except such them are as under the administrative control of the other Estate Officrs.

[File No. 23016/1/98-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली 26 मई, 2005

का.आ. 1985.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्ति को, बिहार, झारखंड एवं पश्चिम बंगाल राज्य में, उक्त अनुसूची के स्तम्भ (2) में उल्लिखित क्षेत्र की बाबत इन राज्यों में अवस्थित विभिन्न उपभोक्ताओं को पेट्रोलियम पदार्थ वितरण के लिए मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइनें बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री वी.एन. अखौरी, विशेष भू-अर्जन अधिकारी, मैसर्स गेल (इण्डिया) लिमिटेड में प्रतिनियुक्ति पर चतुर्थ तल, प्रधान टॉवर, मेन रोड, राँची-843001 (झारखंड)	सम्पूर्ण बिहार एवं झारखंड राज्य के साथ पश्चिम बंगाल राज्य

[फाइल सं. एल-14014/47/03-जी.पी.]

एस.बी. मण्डल, अवर सचिव

New Delhi, the 26th May, 2005

S.O. 1985.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorize the person mentioned in column (1) of the Schedule below to perform the functions of the competent authority under the said Act for laying of the pipelines by M/s. GAIL (India) Limited in the State of Bihar, Jharkhand and West Bengal for distribution of petroleum product to various consumers located in these States in respect of the areas mentioned in column (2) of the said Schedule.

SCHEDULE

Name and Address of the Person	Area of Jurisdiction
(1)	(2)
Shri V.N. Akhaury, Special Land Acquisition Officer, on deputation to M/s. GAIL (India) Limited, 4th Floor, Pradhan Tower, Main Road, Ranchi-834 001 (Jharkhand)	Whole Bihar, Jharkhand as well as West Bengal State

[File No. L-14014/47/03-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली 26 मई, 2005

का.आ. 1986.—केन्द्रीय सरकार, ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2730 तारीख 25-10-2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इंडिया) लिमिटेड द्वारा राजस्थान राज्य में सैमकोर—श्रीराम फर्टिलाईजर पाइपलाइन परियोजना के माध्यम से पेट्रोलियम गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 18-01-2005 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित हैं, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
(1)	(2)	(3)	(4)	(5)
कोटा	लाडपुरा	नया नोहरा	84	0.2760
			78	0.7320
			79	0.0720
			योग	**1.0800**
कोटा	लाडपुरा	राजनगर	1	0.1300
			159/534	0.1800
			160	0.0240
			161	0.0600
			165	0.1320
			166	0.1440
			167	0.1320
			144	0.0480
			168	0.0540
			229	0.0240
			320	0.4680
			400	0.4920
			398	0.0960
			399	0.0240
			389	0.0960
			453	0.0780
			452	0.4860
			451	0.0320
			450	0.0460
			458	0.0240
			466	0.0300
			469	0.7860
			468	0.0720
			योग	**3.6580**
कोटा	लाडपुरा	सुखपुरा	8	0.3720
			9	0.0360
			22	0.1080
			23	0.1680
			24	0.1800
			27	0.0240
			38	0.0210
			39	0.0240
			40	0.0210
			67	0.0380
			68	0.0380
			69	0.0380
			72	0.1560
			योग	**1.2240**

(1)	(2)	(3)	(4)	(5)
कोटा	लाडपुरा	रायपुरा	312	0.6980
			311	0.0100
			313	0.0290
			314	0.0250
			409	0.0420
			योग	**0.8040**
		धाकड़खेड़ी	174	0.4500
			173	0.0120
			172	0.2160
			170	0.1250
			171	0.2140
			168	0.0330
			167	0.1680
			166	0.0600
			165	0.0080
			164	0.0220
			161	0.0240
			160	0.0380
			134	0.1200
			135	0.1560
			156	0.0100
			153	0.2040
			155	0.0480
			154	0.0600
			149	0.0200
			140/1016	0.0040
			144	0.2650
			147	0.0220
			143	0.0100
			142	0.0030
			योग	**2.2920**
		उम्मेदगंज	79/656	0.0040
			79	0.5760
			78	0.0420
			77	0.0240
			76	0.0240
			114	0.6840
			115	0.0120
			117	0.0180
			68	0.0660
			67	0.1920
			66	0.0840
			64	0.0240
			63	0.1140
			योग	**1.8640**

(1)	(2)	(3)	(4)	(5)
कोटा	लाडपुरा	देवली अरब	321	0.1200
			324	0.1080
			401	0.0480
			412	0.4740
			414	0.0540
			411	0.0070
			415	0.2700
कोटा	लाडपुरादेव	ली अरब	416	0.0240
			427	0.0360
			489	0.0480
			490	0.3420
			487	0.0420
			477	0.0780
			475	0.1380
			476	0.0120
			474	0.0120
			473	0.0180
			470	0.0250
			469	0.0240
			463	0.0780
			462	0.0060
			461	0.0040
			464	0.0900
			460	0.0060
			465	0.0840
			योग	2.1480

[फाइल सं. एल-14014/09/04-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 26th May, 2005

S.O. 1986.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2730 dated 25-10-2004 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Natural Gas through Samcore—Srira Fertilizer pipeline project in the State of Rajasthan by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on the 18-01-2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1)of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

Distt.	Tehsil	Village	Survey No.	Area to be Acquired for R.O.U. (in Hectares)
(1)	(2)	(3)	(4)	(5)
Kota	Ladpura	Naya Nohara	84	0.2760
			78	0.7320
			79	0.0720
			TOTAL	**1.0800**
Kota	Ladpura	Rajnagar	1	0.1300
			159/534	0.1800
			160	0.0240
			161	0.0600
			165	0.1320
			166	0.1440
			167	0.1320
			144	0.0480
Kota	Ladpura	Rajnagar	168	0.0540
			229	0.0240
			320	0.4680
			400	0.4920
			398	0.0960
			399	0.0240
			389	0.0960
			453	0.0780
			452	0.4860
			451	0.0320
			450	0.0460
			458	0.0240
			466	0.0300
			469	0.7860
			468	0.0720
			TOTAL	**3.6580**

(1)	(2)	(3)	(4)	(5)
Kota	Ladpura	Sukhpura	8	0.3720
			9	0.0360
			22	0.1080
			23	0.1680
			24	0.1800
			27	0.0240
			38	0.0210
			39	0.0240
			40	0.0210
			67	0.0380
			68	0.0380
			69	0.0380
			72	0.1560
			TOTAL	**1.2240**
Kota	Ladpura	Raipura	312	0.6980
			311	0.0100
			313	0.0290
			314	0.0250
			409	0.0420
			TOTAL	**0.8040**
Kota	Ladpura	Dhakar Kheri	174	0.4500
			173	0.0120
			172	0.2160
			170	0.1250
			171	0.2140
			168	0.0330
			167	0.1680
			166	0.0600
			165	0.0080
			164	0.0220
			161	0.0240
			160	0.0380
			134	0.1200
Kota	Ladpura	Dhakar Kheri	135	0.1560
			156	0.0100
			153	0.2040
			155	0.0480
			154	0.0600
Kota	Ladpura		149	0.0200
			140/1016	0.0040
			144	0.2650
			147	0.0220
			143	0.0100
			142	0.0030
			TOTAL	**2.2920**

(1)	(2)	(3)	(4)	(5)
Kota	Ladpura	Ummedgang	79/656	0.0040
			79	0.5760
			78	0.0420
			77	0.0240
			76	0.0240
			114	0.6840
			115	0.0120
			117	0.0180
			68	0.0660
			67	0.1920
			66	0.0840
			64	0.0240
			63	0.1440
			TOTAL	1.8640
Kota	Ladpura	Dewali Arab	321	0.1200
			324	0.1080
			401	0.0480
			412	0.4740
			414	0.0540
			411	0.0070
			415	0.2700
Kota	Ladpura	Dewali Arab	416	0.0240
			427	0.0360
			489	0.0480
			490	0.3420
			487	0.0420
			477	0.0780
			475	0.1380
			476	0.0120
			474	0.0120
			473	0.0180
			470	0.0250
			469	0.0240
			463	0.0780
			462	0.0060
			461	0.0040
			464	0.0900
			460	0.0060
			465	0.0840
			TOTAL	2.1480

[File No. L.14014/09-04-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 27 मई, 2005

का. आ. 1987.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०3214,तारीख 16, दिसम्बर 2004 द्वारा तमिलनाडु राज्य में चेन्नई से तिरुचिरापल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 17.01.2005 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : आत्तूर	जिला : सेलम		राज्य : तमिलनाडु		
गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 98 पेरियेरी	44	4	0	02	80
	193	4अ	0	15	64
	193	1क	0	19	82
	54	3	0	09	21
	194	3अ1	0	01	80
	192	1अ	0	01	08
नं. 70 आत्तूर टाउन		वार्ड ई ब्लाक नं. 12			
	3	3	0	01	73
नं. 42 तांडवरायपुरम	159	7	0	01	87
	159	6	0	00	40
	169	2	0	04	65
	168	5	0	16	08
	163	5	0	12	52
	163	4	0	06	05
	163	3	0	09	65
	162	7	0	10	85
	154	2	0	04	25

[फा. सं. आर-25011/14/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th May, 2005

S. O. 1987.— Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3214 dated the 16th December 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 17.01.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : Attur	**District : Salem**		**State : Tamil Nadu**		
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	**2**	**3**	**4**	**5**	**6**
NO. 98 PERIYERI	44	4	0	02	80
	193	4A	0	15	64
	193	1C	0	19	82
	54	3	0	09	21
	194	3A1	0	01	80
	192	1A	0	01	08

1	2	3	4	5	6
NO.70 ATTUR TOWN		Ward E Block No. 12			
	3	3	0	01	73
NO.42 THANDAVARAYAPURAM	159	7	0	01	87
	159	6	0	00	40
	169	2	0	04	65
	168	5	0	16	08
	163	5	0	12	52
	163	4	0	06	05
	163	3	0	09	65
	162	7	0	10	85
	154	2	0	04	25

[No. R-25011/14/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 मई, 2005

का. आ. 1988.—केंद्रीय सरकार बे पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ० 3219, तारीख 16 ,दिसम्बर,2004 द्वारा , तमिलनाडु राज्य में चेन्नई से तिरुच्चिराप्पल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।
और उक्त अधिसूचनाकी प्रतियाँ जनता को तारीख 17.01.2005 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : रासिपुरम जिला : नामक्कल राज्य : तमिलनाडु

गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 48 अरियगवुन्डनपटिट	222	2अ2	0	01	36
	296	4ब	0	13	71
	298	—	0	01	57
नं. [illegible] पेल्लानल्लूर	98	4	0	05	90
	53	10	0	08	94
	54	2अ	0	05	00

तालूका : तिरुचेंगोडु जिला : नामक्कल राज्य : तमिलनाडु

1	2	3	4	5	6
नं. 68 वट्टूर	33	1अ	0	00	40
नं. 50 करुमापुरम	232	4	0	02	24
	229	2	0	1	40
	228	1ब2	0	4	68
	228	1ब1	0	7	11
	227	3ब	0	3	30
	227	3अ	0	8	62
नं. 49 राजपाल्यम	183	3	0	01	02
	183	2ब	0	01	96

[फा. सं. आर-25011/15/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th May, 2005

S. O. 1988.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3219 dated the 16th December 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962) (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 17.01.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : Rasipuram	District : Namakkal		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO. 48 ARIYAGOUNDANPATTI	222	2A2	0	01	36
	296	4B	0		71
	298	-	0	01	57
NO.29 PILLANALLUR	98	4	0	05	90
	53	10	0	08	94
	54	2A	0	05	00

Taluk : Tiruchengode	District : Namakkal			State : Tamil Nadu	
1	2	3	4	5	6
NO.68 VATTUR	33	1A	0	00	40
NO.50 KARUMAPURAM	232	4	0	02	24
	229	2	0	01	40
	228	1B2	0	04	68
	228	1B1	0	07	11
	227	3B	0	03	30
	227	3A	0	08	62
NO.43 RAJAPALAYAM	183	3	0	01	02
	183	2B	0	01	96

[No. R-25011/15/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 मई, 2005

का. आ. 1989.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०2787,तारीख 26, अक्तूबर, 2004 द्वारा तमिलनाडु राज्य में चेन्नई से तिरुच्चिराप्पल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचनकी प्रतियाँ जनता को तारीख 03.12.2004 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : कल्लकुरिच्चि	जिला : विल्लुपुरम		राज्य : तमिलनाडु		
गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 117 नायिनारपालेयम	166	2	0	27	51
	165	8	0	03	38
नं. 102 दगामतीर्तपुरम	248	9ब	0	01	84
	248	9क	0	02	30
	248	9ड	0	01	27
	248	9इ	0	01	96
	248	8	0	03	50
	249	5ड2	0	10	47
	248	10	0	09	00
	248	15अ	0	00	40
	248	13	0	03	60
	249	5इ1	0	06	12
नं. 101 पुंडि	77	4	0	00	60
	77	3	0	04	14
	77	2	0	11	52
	77	11	0	13	15
	77	6	0	01	75

[फा. सं. आर-25011/17/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th May, 2005

S. O. 1989.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2787 dated the 26th October 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 03.12.2004;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk :KALLAKURICHCHI	District : VILLUPURAM			State : TAMILNADU	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.117 NAYINNARPALAYAM	166	2	0	27	51
	165	8	0	03	38
NO.102 DAGAMTIRTTAPURAM	248	9B	0	01	84
	248	9C	0	02	30
	248	9D	0	01	27
	248	9E	0	01	96
	248	8	0	03	50
	249	5D2	0	10	47

1	2	3	4	5	6
No. 101 DAGAMTIRTTAPURM (Contd.)	248	10	0	09	00
	248	15A	0	00	40
	248	13	0	03	60
	249	5E1	0	06	12
NO.101 PUNDI	77	4	0	00	60
	77	3	0	04	14
	77	2	0	11	52
	77	11	0	13	15
	77	6	0	01	75

[No. R-25011/17/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 मई, 2005

का. आ. 1990.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०3215 ,तारीख 16, दिसम्बर 2004 द्वारा , तमिलनाडु राज्य में चेन्नई से तिरुच्चिरापल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचनाकी प्रतियाँ जनता को तारीख 17.01.2005 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : पोन्नेरि	जिला : तिरुवल्लूर		राज्य : तमिलनाडु		
गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
	84	—	0	05	39
नं 104 सोतुपेरुंबेडु	79	—	0	09	14
	78	2	0	05	92
	78	3	0	04	34
	78	1	0	03	50

[फा. सं. आर-25011/18/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th May, 2005

S. O. 1990.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3215 dated the 16th December issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 17.01.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : Ponneri	District : Tiruvallur			State : Tamil Nadu	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.104 SOTHUPERUMBEDU	84	-	0	05	39
	79	-	0	09	14
	78	2	0	05	92
	78	3	0	04	34
	78	1	0	03	50

[No. R-25011/18/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 मई, 2005

का. आ. 1991—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०3299,तारीख 16,दिसम्बर, 2004 द्वारा तमिलनाडु राज्य में आईबीपी टर्मिनल, सीबीएमटी,मुट्टम गाँव से सीपीसीएल जैटी, पठनाचेरी गाँव तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।
और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 24.02.2005 को उपलब्ध करा दी गई थी ।
और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।
और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।
अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : नागपठनम	जिला : नागपठनम		राज्य : तमिलनाडु		
गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 4.नागूर	43	1	0	03	27
	43	2	0	00	40
	44	21	0	03	24
	89	4क	0	02	50
	89	2	0	22	80
	90	1	0	10	80
	171	-	0	06	00
	261	-	0	14	80
	260	-	0	33	50
	259	3	0	02	70
	259	4	0	02	15
	259	5	0	23	10
	259	6	0	20	78
	258	1	0	03	67
	257	5	0	10	50
	253	1	0	06	58
	253	2	0	05	50
	252	2अ	0	06	22
	252	3	0	11	88
	252	4	0	09	36
	251	3	0	00	40
	250	2	0	13	96
	147	2	0	01	17
	147	3	0	10	71
	147	5	0	12	78

1	2	3	4	5	6
	210	1अ	0	27	05
	210	2	0	03	57
	210	3	0	00	40
	211	2	0	00	90
	214	3	0	12	15
	215	2	0	20	99
	216	1अ	0	00	40
	216	2	0	00	99
	218	4	0	08	33
	219	2	0	17	60
	228	2	0	16	98
	228	3	0	00	40
	228	4	0	09	90
	228	5	0	00	40
	228	7अ	0	02	16
	228	6	0	00	40
	228	7ब	0	01	87
	228	9अ	0	01	02
	228	8	0	00	50

[फा. सं. आर-25011/28/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th May, 2005

S. O. 1991.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3299 dated the 16th December 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from IBP Terminal, CBMT, Muttam Village to CPCL Jetty, Pattanacheri Village in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 24.02.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : NAGAPATTINAM	District : NAGAPATTINAM			State : TAMILNADU	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO 4. NAGORE	43	1	0	03	27
	43	2	0	00	40
	44	21	0	03	24
	89	4C	0	02	50
	89	2	0	22	80
	90	1	0	10	80
	171	-	0	06	00
	261	-	0	14	80
	260	-	0	33	50
	259	3	0	02	70
	259	4	0	02	15
	259	5	0	23	10
	259	6	0	20	78
	258	1	0	03	67
	257	5	0	10	50
	253	1	0	06	58
	253	2	0	05	50
	252	2A	0	06	22
	252	3	0	11	88

1	2	3	4	5	6
	252	4	0	09	36
	251	3	0	00	40
	250	2	0	13	96
	147	2	0	01	17
	147	3	0	10	71
	147	5	0	12	78
	210	1A	0	27	05
	210	2	0	03	57
	210	3	0	00	40
	211	2	0	00	90
	214	3	0	12	15
	215	2	0	20	99
	216	1A	0	00	40
	216	2	0	00	99
	218	4	0	08	33
	219	2	0	17	60
	228	2	0	16	98
	228	3	0	00	40
	228	4	0	09	90
	228	5	0	00	40
	228	7A	0	02	16
	228	6	0	00	40
	228	7B	0	01	87
	228	9A	0	01	02
	228	8	0	00	50

[No. R-25011/28/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 30 मई, 2005

का. आ. 1992.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन)अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है)की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०3211,तारीख 16 ,दिसम्बर, 2004 द्वारा , तमिलनाडु राज्य में चेन्नई से तिरुच्चिराप्पल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनूसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 17.01.2005 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार,उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : तिरुच्चिराप्पल्ली	जिला : तिरुच्चिराप्पल्ली		राज्य :तमिलनाडु		
गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं . 76.सुरियूर	697	1अ	0	04	80
	697	1ब	0	45	46

[फा. सं. आर-25011/29/2004-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 30th May, 2005

S. O. 1992.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3211 dated the 16th December 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 17.01.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : TIRUCHIRAPALLI	District : TIRUCHIRAPALLI			State : TAMILNADU	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.76.SURIYUR	697	1A	0	04	80
	697	1B	0	45	46

[No. R-25011/29/2004-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 30 मई, 2005

का. आ. 1993.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 333 तारीख 20 जनवरी, 2005, जो भारत के राजपत्र तारीख 29 जनवरी, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई–मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 23 फरवरी, 2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात , और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चिय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता हैं ; और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : तराना जिला : उज्जैन राज्य : मध्यप्रदेश

क्र0	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	भेरूपुरा	2	0.4043
		3	0.3724
		19	0.1254
		20	0.1402
		21	0.1643
		22	0.4903
		76	0.4970
		78	0.0209
		77	0.2427
		91 (शा.भूमि)	0.0100
2	शिवपुरा	1	0.2372
		3	0.1957
		4	0.2561
		5	0.2193
3	बिंजल	22	0.3050
		23	0.0348
		20	0.1474
		19	0.2504
		15	0.0100
		24 (शा.रास्ता)	0.0269
		50	0.0825
		50/322	0.0535
		51 (शा.रास्ता)	0.0100
		52	0.0472
		57	0.1500
		59	0.0100
		58	0.0770

1	2	3	4
3	बिंजल (जारी....)	56	0.1118
		125	0.2410
		144 (शा.रास्ता)	0.0721
		145 (शा.भूमि)	0.0514
		143	0.2874
		141	0.0767
		142	0.0137
		124	0.0107
		147	0.0105
		150	0.0109
		151	0.0105
		21	0.0108
4	भूखी इतवारपुर	6	0.2310
		7	0.1347
		8	0.0900
		35 (शा.रास्ता)	0.0129
		36	0.0100
5	काँवली खेडा	276 (शा. नाला)	0.0706
		282	0.0521
		281	0.0478
		280	0.0710
		283	0.0110
		284	0.1474
		285	0.0523
		290	0.0120
		551 (शा.भूमि)	0.0200
		552	0.0475
		554 (शा.रास्ता)	0.0274
		555 (शा.भूमि)	0.0165
		562	0.0908
		563	0.3834
		572	0.2458
		573 (शा.भूमि)	0.0564
6	भड़सिम्बा	436 (नदी)	0.0951
		298	0.0195
		299	0.1128
		300	0.1437
		311	0.1178
		312	0.1358
		314	0.0187
		315	0.1806
		318	0.1361
		317	0.0342
		378	0.1785
		377	0.0100
		270	0.0100
		385	0.1234
		386 (शा.रास्ता.)	0.0188
		387	0,0732
		388	0.1579
		389	0.1700
		399	0.1025
		400	0.0140
		307	0.0437
		517	0.3486
		737	0.3161
		736	0.1378
		735	0.2008

1	2	3	4
6	भड़सिम्बा (जारी....)	601	0.0120
		734	0.0239
		602	0.3850
		606	0.2700
		605	0.1700
		608	0.0700
		613	0.4256
		612	0.1500
		615	0.0100
		651	0.1800
		618	0.0200
		648	0.2306
		661 (शा. नाला)	0.0538
		664	0.0546
		663	0.0434
		662	0.3969
		663	0.1371
		647	0.0310
		636 (शा. नाला)	0.0450
		609	0.0100
7	गांवड़ी	17	0.1401
		16 (शा. नाला)	0.0184
		14	0.0183
		13	0.3599
		15	0.0486
		11	0.3680
		8	0.0116
		67	0.1804
		79 (शा0 रास्ता)	0.0580
		103	0.7133
		104	0.0212
		109 (शा.भूमि)	0.1987
		108	0.2877
		107	0.0281
		111 (नदी)	0.1600
		81	0.0800
8	नौगांवा	483	0.2891
		481	0.1119
		480	0.2201
		50	0.1403
		478	0.0735
		51	0.0290
		477 (शा. नाला)	0.1022
		472 (शा.भूमि)	0.0436
		59	0.4409
		60	0.0350
		87 (शा. नाला)	0.0252
		391	0.0399
		394	0.1864
		393	0.2344
		377 (शा0 रास्ता)	0.0490
		376	0.2152
		374	0.1547
		362	0.3273
		373	0.1361
		363	0.0297
		330	0.0154
		364	0.0356

1	2	3	4
8	नौगांवा (जारी....)	329	0.1257
		328	0.0102
		325	0.0270
		324	0.0372
		319	0.0811
		320	0.1440
		302	0.0451
		300	0.1887
		301	0.0428
		299 (शा० रास्ता)	0.0320
		286	0.0466
		283	0.0262
		285	0.0106
		284	0.1257
		241	0.0968
		240 (शा. नाला)	0.0181
		237	0.1357
		236	0.0352
		638	0.1524
		637	0.3685
		661 (शा० रास्ता)	0.0326
		659	0.2438
		658	0.0789
		671	0.0619
		676	0.0242
		672	0.1193
		675	0.1653
		676	0.0100
		676/708	0.2496
		685	0.1530
		684	0.0769
		688	0.0757
		689	0.2040
		693 (शा.भूमि)	0.0710
		358	0.0310
		355	0.0320
		361	0.0200
		322	0.0100
		58	0.0100
		372	0.0200
		331 (शा० रास्ता)	0.0360
9	बिसनखेड़ी	108 (शा.भूमि)	0.0246
		112	0.1855
		123	0.1523
		124	0.0362
		125	0.1265
		126	0.0878
		127	0.1907
		291	0.1169
		303	0.2867
		308	0.3559
		309	0.0337
		311	0.2091
10	बिसनखेड़ा	287 (शा. नाला)	0.0150
		288	0.0296
		279	0.1892
		274 (शा० रास्ता)	0.0805
			0.2074

1	2	3	4
10	बिसनखेड़ा (जारी....)	256	0.0716
		255	0.2347
		260	0.0223
		259 (शा० रास्ता)	0.0151
		268	0.2448
		312	0.0200
		326	0.1900
		324	0.0249
		327	0.1289
		325	0.2669
		338	0.4348
		317 (शा.भूमि)	0.0332
		311	0.2000
		269	0.0800
11	इटावा	2	0.0455
		1	0.3026
		5	0.1176
		6	0.2868
		7	0.1661
		9	0.1671
		19	0.1471
		20	0.1727
		21	0.1460
		22	0.1627
		40	0.0449
		41	0.1264
		42	0.0983
		43	0.1912
		57	0.2852
		58	0.0281
		61 (शा० रास्ता)	0.0176
		63	0.1200
		71	0.0634
		64	0.0398
		65	0.1199
		65/1229	0.0468
		70 (शा० रास्ता)	0.0497
		66	0.1757
		67	0.1807
		671	0.0885
		672	0.0997
		673	0.0639
		674	0.0680
		675	0.0756
		676	0.0733
		677	0.3701
		685 (शा. नाला)	0.0300
		3	0.0100
		68	0.0500
12	खांकरी सुल्तान	213	0.0186
		218	0.3252
		220 (शा.भूमि)	0.0127
13	लोध	57	0.0280
		58	0.4219
		62	0.2759
		65	0.1308
		66	0.1018
		67	0.0508
		68	0.0449

1	2	3	4
13	लोध (जारी....)	69	0.0514
		70	0.0539
		72	0.2942
		205 (शा० रास्ता)	0.0193
		274	0.0655
		270	0.0834
		275	0.2893
		276	0.1446
		368	0.1945
		367	0.0535
		366	0.0521
		364	0.0517
		365	0.1404
		376	0.2035
		377	0.1214
		352 (शा.भूमि)	0.0188
		649	0.0133
		648 (शा.भूमि)	0.3554
		647 (शा. नाला)	0.0259
		705	0.0259
		645	0.1343
		644	0.0885
		643	0.0225
		642	0.0182
		639	0.0879
		640	0.0231
		638	0.1209
		713	0.0222
		629	0.1212
		628	0.1005
		627	0.0876
		626	0.0712
		773/882	0.1838
		774	0.0726
		775	0.3296
		624	0.0117
		623	0.1426
		622	0.1051
		621	0.0115
		614	0.1928
		613	0.1109
		612	0.1486
		611 (शा.भूमि)	0.0364
		835	0.0100
		277	0.0300
14	नांदेड	966 (शा.भूमि)	0.0985
		995	0.0670
		1003	0.1625
		1002	0.0105
		1006	0.3462
		1005	0.0633
		1045	0.2835
		1043	0.2908
		1040	0.1800
		1062	0.1248
		1041	0.0139
		1061	0.0378
		1063	0.1174
		1080	0.1825
		1079	0.1562

1	2	3	4
14	नांदेड (जारी....)	1083	0.0476
		1078	0.0250
		1094 (शा. नाला)	0.0229
		1104	0.0757
		1105	0.2731
		1103	0.0111
		1116	0.1238
		1117	0.1332
		1118	0.0471
		1119	0.0455
		1120	0.0517
		1130	0.2293
		1144	0.0420
		1143	0.1566
		1142	0.0397
		1155	0.1031
		1156	0.3276
		1157	0.0493
		1167	0.2749
		1166	0.2308
		1176	0.1674
		1175	0.0629
		1179	0.1744
		1180 (शा० रास्ता)	0.0140
		1184	0.2055
		1190	0.1596
		1193	0.1262
		1195	0.2232
		1201	0.1828
		1203	0.1626
		1206	0.3805
		1192	0.0100
		1145	0.1950
		1146	0.1200
		1581 (शा. नाला)	0.0460
		1147	0.0110
15	खेड़ा पचोला	266 (शा.भूमि)	0.0513
		264	0.1480
		263	0.1368
		262 (शा० रास्ता)	0.0102
		259	0.2381
		249	0.4515
		250	0.0117
		233	0.7431
		412 (शा० रास्ता)	0.0470
		481	0.1105
		494	0.1652
		495	0.0529
		492	0.0242
		493	0.0969
		518	0.1462
		517	0.1448
		519	0.0103
		528	0.1898
		533	0.1453
		532	0.1885
		536	0.0733

1	2	3	4
15	खेड़ा पचोला (जारी....)	535	0.1380
		557	0.0182
		556	0.1574
		523	0.0330
		261	0.1700
		506 (शा. नाला)	0.0200
		258	0.0200
16	कढ़ाई	232 (शा.भूमि)	0.0249
		758	0.1328
		760	0.1869
		762	0.1358
		769	0.3964
		791	0.1816
		792	0.1030
		796	0.0578
		797	0.2951
		800	0.3031
		819 (शा० रास्ता)	0.0491
		793	0.0410
		789	0.0105
17	चिकली	369 (शा.भूमि)	0.0188
		368	0.1716
		370	0.0163
		367	0.2313
		366	0.0731
		356	0.1100
		357	0.1205
		354	0.1400
		335 (शा. नाला)	0.0348
		353	0.0522
		96	0.0154
		98	0.1908
		99	0.1340
		100	0.0559
		102	0.2256
		107	0.0200
		106	0.0662
		112	0.0700
		113	0.0775
		130	0.0858
		131	0.0857
		132	0.0939
		135	0.1763
		136 (शा० रास्ता)	0.0659
		137	0.0754
		138	0.1514
		139	0.0101
		148	0.1710
		149 (शा० रास्ता)	0.0171
		154	0.3000
		170	0.1343
		169	0.1383
		550	0.2350
		549	0.0525

1	2	3	4
17	चिकली (जारी....)	572	0.2664
		570	0.0432
		577	0.2178
		578	0.0642
		559 (शा.भूमि)	0.0325
		548	0.0140
		350 (शा० रास्ता)	0.0400
		111	0.0100
		171	0.0100
18	खेड़ाचितावल्या	405	0.0622
		406	0.2210
		407	0.2350
		412	0.4003
		444 (शा.भूमि)	0.3681
		442	0.1051
		498 (शा. नाला)	0.0407
		446	0.1117
		447	0.3557
		453	0.2554
		454	0.1117
		457	0.1127
		455	0.0498
		456	0.0319
		505	0.0325
		506	0.2126
		508	0.1680
		510	0.4287
		512	0.1600
		445	0.0327
		513	0.0200
		514 (शा.भूमि)	0.0100
		515 (शा.भूमि)	0.0400
		412/677	0.0600
		516	0.0100
19	रावणखेड़ी	187 (शा.भूमि)	0.0185
		189	0.0548
		214	0.0142
		190	0.0680
		208	0.1590
		207	0.0174
		206	0.0772
		205	0.0174
		204	0.0582
		203	0.0534
		202	0.0571
		201	0.0517
		200	0.0110
		182	0.0800
		183	0.1000
		176	0.1551
		177	0.0216
		175	0.1915
		178	0.0306

1	2	3	4
19	रावणखेड़ी (जारी....)	158 (शा. नाला)	0.0202
		35	0.1064
		36	0.0752
		37	0.1447
		38	0.2447
		67	0.1321
		68	0.2305
		69	0.0441
		73	0.2951
		72	0.2961
		91 (शा.भूमि)	0.0140
		213	0.0100
		174	0.0100
		173	0.0300
		199	0.0100
		181	0.0100
		209	0.0100
20	खोकरिया	44	0.0139
		45	0.3339
		43	0.0685
		20	0.2168
		1	0.0184
		3	0.4007
		4	0.2229
		5	0.0421
		9	0.1123
		8	0.2514
		15	0.0949
		17	0.1859
		20	0.2186
		21	0.0854
		22	0.0102
		23	0.1217
		241	0.0263
		245	0.1980
		242	0.0180
		246	0.0607
		252	0.0867
		249	0.0714
		258	0.0528
		261	0.1729
		260	0.0329
		262	0.0408
		314	0.2729
		315	0.3631
		322	0.0373
		317	0.2439
		318 (शा0 रास्ता)	0.0306
		264 (शा. नाला)	0.0200
		26	0.0100
		243	0.0200
		244	0.0100

[फा.सं.आर –31015/67/2004 –ओ आर II]

हरीश कुमार , अवर सचिव

New Delhi, the 30th May, 2005

S. O. 1993.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.333, dated the 20th January, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 29th January, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 23rd February, 2005;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : TARANA DISTRICT : UJJAIN STATE : MADHYA PRADESH

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BHERUPURA	2	0.4043
		3	0.3724
		19	0.1254
		20	0.1402
		21	0.1643
		22	0.4903
		76	0.4970
		78	0.0209
		77	0.2427
		91 (Govt.Land)	0.0100
2	SHIVPURA	1 (Govt.Land)	0.2372
		3	0.1957
		4	0.2561
		5	0.2193
3	BINJAL	22	0.3050
		23	0.0348
		20	0.1474
		19	0.2504
		15	0.0100
		24 (Govt.Road)	0.0269
		50	0.0825
		50/322	0.0535
		51 (Govt.Road)	0.0100
		52	0.0472
		57	0.1500
		59	0.0100
		58	0.0770
		56	0.1118
		125	0.2410

1	2	3	4
3	BINJAL (Contd....)	144 (Govt.Road)	0.0721
		145 (Govt.Land)	0.0514
		143	0.2874
		141	0.0767
		142	0.0137
		124	0.0107
		147	0.0105
		150	0.0109
		151	0.0105
		21	0.0108
4	BHUKHI ITWARPUR	6	0.2310
		7	0.1347
		8	0.0900
		35 (Govt.Road)	0.0129
		36	0.0100
5	KAWALI KHERA	276 (Govt.Nala)	0.0706
		282	0.0521
		281	0.0478
		280	0.0710
		283	0.0110
		284	0.1474
		285	0.0523
		290	0.0120
		551 (Govt.Land)	0.0200
		552	0.0475
		554 (Govt.Road)	0.0274
		555 (Govt.Land)	0.0165
		562	0.0908
		563	0.3834
		572	0.2458
		573 (Govt.Land)	0.0564
6	BHADSIMBA	436 (River)	0.0951
		298	0.0195
		299	0.1128
		300	0.1437
		311	0.1178
		312	0.1358
		314	0.0187
		315	0.1806
		318	0.1361
		317	0.0342
		378	0.1785
		377	0.0100
		270	0.0100
		385	0.1234
		386	0.0188
		387	0.0732
		388	0.1579
		389	0.1700
		399	0.1025
		400	0.0140
		307	0.0437
		517	0.3486
		737	0.3161
		736	0.1378
		735	0.2008

1	2	3	4
6	**BHADSIMBA (Contd....)**	601	0.0120
		734	0.0239
		602	0.3850
		606	0.2700
		605	0.1700
		608	0.0700
		613	0.4256
		612	0.1500
		615	0.0100
		651	0.1800
		618	0.0200
		648	0.2306
		661 (Govt.Nala)	0.0538
		664	0.0546
		663	0.0434
		662	0.3969
		663	0.1371
		647	0.0310
		636 (Govt.Nala)	0.0450
		609	0.0100
7	GAVADI	17	0.1401
		16 (Govt.Nala)	0.0184
		14	0.0183
		13	0.3599
		15	0.0486
		11	0.3680
		8	0.0116
		67	0.1804
		79 (Govt.Road)	0.0580
		103	0.7133
		104 (Govt.Nala)	0.0212
		109 (Govt.Land)	0.1987
		108	0.2877
		107	0.0281
		111 (River)	0.1600
		81	0.0800
8	NAUGAVA	483	0.2891
		481	0.1119
		480	0.2201
		50	0.1403
		478	0.0735
		51	0.0290
		477 (Govt.Nala)	0.1022
		472 (Govt.Land)	0.0436
		59	0.4409
		60	0.0350
		87 (Govt.Nala)	0.0252
		391	0.0399
		394	0.1864
		393	0.2344
		377 (Govt.Road)	0.0490
		376	0.2152
		374	0.1547
		362	0.3273
		373	0.1361
		363	0.0297

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1	2	3	4
8	NAUGAVA (Contd.....)	330	0.0154
		364	0.0356
		329	0.1257
		328	0.0102
		325	0.0270
		324	0.0372
		319	0.0811
		320	0.1440
		302	0.0451
		300	0.1887
		301	0.0428
		299 (Govt.Road)	0.0320
		286	0.0466
		283	0.0262
		285	0.0106
		284	0.1257
		241	0.0968
		240 (Govt.Nala)	0.0181
		237	0.1357
		236	0.0352
		638	0.1524
		637	0.3685
		661 (Govt.Road)	0.0326
		659	0.2438
		658	0.0789
		671	0.0619
		676	0.0242
		672	0.1193
		675	0.1653
		676	0.0100
		676/708	0.2496
		685	0.1530
		684	0.0769
		688	0.0757
		689	0.2040
		693 (Govt.Land)	0.0710
		358	0.0310
		355	0.0320
		361	0.0200
		322	0.0100
		58	0.0100
		372	0.0200
		331 (Govt.Road)	0.0360
9	BISANKHERI	108 (Govt.Land)	0.0246
		112	0.1855
		123	0.1523
		124	0.0362
		125	0.1265
		126	0.0878
		127	0.1907
		291	0.1169
		303	0.2867
		308	0.3559
		309	0.0337
		311	0.2091
10	BISANKHERA	287 (Govt.Nala)	0.0150
		288	0.0296
		279	0.1892

1	2	3	4
10	BISANKHERA (Contd.....)	274 (Govt.Road)	0.0805
		200	0.2074
		256	0.0716
		255	0.2347
		260	0.0223
		259 (Govt.Road)	0.0151
		268	0.2448
		312	0.0200
		326	0.1900
		324	0.0249
		327	0.1289
		325	0.2669
		338	0.4348
		317 (Govt.Land)	0.0332
		311	0.2000
		269	0.0800
11	ITAWA	2	0.0455
		1	0.3026
		5	0.1176
		6	0.2868
		7	0.1661
		9	0.1671
		19	0.1471
		20	0.1727
		21	0.1460
		22	0.1627
		40	0.0449
		41	0.1264
		42	0.0983
		43	0.1912
		57	0.2852
		58	0.0281
		61 (Govt.Road)	0.0176
		63	0.1200
		71	0.0634
		64	0.0398
		65	0.1199
		65/1229	0.0468
		70 (Govt.Road)	0.0497
		66	0.1757
		67	0.1807
		671	0.0885
		672	0.0997
		673	0.0639
		674	0.0680
		675	0.0756
		676	0.0733
		677	0.3701
		685 (Govt.Nala)	0.0300
		3	0.0100
		68	0.0500
12	KHAKARI SULTAN	213	0.0186
		218	0.3252
		220 (Govt.Land)	0.0127
13	LODH	57	0.0280
		58	0.4219
		62	0.2759
		65	0.1308
		66	0.1018
		67	0.0508

1	2	3	4
13	LODH (Contd.....)	68	0.0449
		69	0.0514
		70	0.0539
		72	0.2942
		205 (Govt.Road)	0.0193
		274	0.0655
		270	0.0834
		275	0.2893
		276	0.1446
		368	0.1945
		367	0.0535
		366	0.0521
		364	0.0517
		365	0.1404
		376	0.2035
		377	0.1214
		352 (Govt.Land)	0.0188
		649	0.0133
		648 (Govt.Land)	0.3554
		647 (Govt.Nala)	0.0259
		705	0.0259
		645	0.1343
		644	0.0885
		643	0.0225
		642	0.0182
		639	0.0879
		640	0.0231
		638	0.1209
		713	0.0222
		629	0.1212
		628	0.1005
		627	0.0876
		626	0.0712
		773/882	0.1838
		774	0.0726
		775	0.3296
		624	0.0117
		623	0.1426
		622	0.1051
		621	0.0115
		614	0.1928
		613	0.1109
		612	0.1486
		611 (Govt.Land)	0.0364
		835	0.0100
		277	0.0300
14	NANDED	966 (Govt.Land)	0.0985
		995	0.0670
		1003	0.1625
		1002	0.0105
		1006	0.3462
		1005	0.0633
		1045	0.2835
		1043	0.2908
		1040	0.1800
		1062	0.1248
		1041	0.0139
		1061	0.0378
		1063	0.1174

1	2	3	4
14	NANDED (Contd....)	1080	0.1825
		1079	0.1562
		1083	0.0476
		1078	0.0250
		1094 (Govt.Nala)	0.0229
		1104	0.0757
		1105	0.2731
		1103	0.0111
		1116	0.1238
		1117	0.1332
		1118	0.0471
		1119	0.0455
		1120	0.0517
		1130	0.2293
		1144	0.0420
		1143	0.1566
		1142	0.0397
		1155	0.1031
		1156	0.3276
		1157	0.0493
		1167	0.2749
		1166	0.2308
		1176	0.1674
		1175	0.0629
		1179	0.1744
		1180 (Govt.Road)	0.014
		1184	0.2055
		1190	0.1596
		1193	0.1262
		1195	0.2232
		1201	0.1828
		1203	0.1626
		1206	0.3805
		1192	0.0100
		1145	0.1950
		1146	0.1200
		1581 (Govt.Nala)	0.0460
		1147	0.0110
15	KHERA PACHOLA	266 (Govt.Land)	0.0513
		264	0.1480
		263	0.1368
		262 (Govt.Road)	0.0102
		259	0.2381
		249	0.4515
		250	0.0117
		233	0.7431
		412 (Govt.Road)	0.0470
		481	0.1105
		494	0.1652
		495	0.0529
		492	0.0242
		493	0.0969
		518	0.1462
		517	0.1448
		519	0.0103
		528	0.1898
		533	0.1453

1	2	3	4
15	KHERA PACHOLA (Contd....)	532	0.1885
		536	0.0733
		535	0.1380
		557	0.0182
		556	0.1574
		523	0.0330
		261	0.1700
		506 (Govt.Nala)	0.0200
		258	0.0200
16	KADHAI	232 (Govt.Land)	0.0249
		758	0.1328
		760	0.1869
		762	0.1358
		769	0.3964
		791	0.1816
		792	0.1030
		796	0.0578
		797	0.2951
		800	0.3031
		819 (Govt.Road)	0.0491
		793	0.0410
		789	0.0105
17	CHIKALI	369 (Govt.Land)	0.0188
		368	0.1716
		370	0.0163
		367	0.2313
		366	0.0731
		356	0.1100
		357	0.1205
		354	0.1400
		335 (Govt.Nala)	0.0348
		353	0.0522
		96	0.0154
		98	0.1908
		99	0.1340
		100	0.0559
		102	0.2256
		107	0.0200
		106	0.0662
		112	0.0700
		113	0.0775
		130	0.0858
		131	0.0857
		132	0.0939
		135	0.1763
		136 (Govt.Road)	0.0659
		137	0.0754
		138	0.1514
		139	0.0101
		148	0.1710
		149 (Govt.Road)	0.0171
		154	0.3000
		170	0.1343
		169	0.1383
		550	0.2350
		549	0.0525
		571	0.0600
		572	0.2664

1	2	3	4
17	CHIKALI (Contd....)	570	0.0432
		577	0.2178
		578	0.0642
		578	0.0642
		559 (Govt.Land)	0.0325
		548	0.0140
		350 (Govt.Road)	0.0400
		111	0.0100
		171	0.0100
18	KHEDA CHITAWALIYA	405	0.0622
		406	0.2210
		407	0.2350
		412	0.4003
		444 (Govt.Land)	0.3681
		442	0.1051
		498 (Govt.Nala)	0.0407
		446	0.1117
		447	0.3557
		453	0.2554
		454	0.1117
		457	0.1127
		455	0.0498
		456	0.0319
		505	0.0325
		506	0.2126
		508	0.1680
		510	0.4287
		512	0.1600
		445	0.0327
		513	0.0200
		514 (Govt.Land)	0.0100
		515 (Govt.Land)	0.0400
		412/677	0.0600
		516	0.0100
19	RAWANKHERI	187 (Govt.Land)	0.0185
		189	0.0548
		214	0.0142
		190	0.0680
		208	0.1590
		207	0.0174
		206	0.0772
		205	0.0174
		204	0.0582
		203	0.0534
		202	0.0571
		201	0.0517
		200	0.0100
		182	0.0800
		183	0.1000
		176	0.1551
		177	0.0216
		175	0.1915
		178	0.0306
		158 (Govt.Nala)	0.0202
		35	0.1064

1	2	3	4
19	RAWANKHERI (Contd....)	36	0.0752
		37	0.1447
		38	0.2447
		67	0.1321
		68	0.2305
		69	0.0441
		73	0.2951
		72	0.2961
		91 (Govt.Land)	0.0140
		213	0.0100
		174	0.0100
		173	0.0300
		199	0.0100
		181	0.0100
		209	0.0100
20	KHOKARIYA	44	0.0139
		45	0.3339
		43	0.0685
		20	0.2168
		1	0.0184
		3	0.4007
		4	0.2229
		5	0.0421
		9	0.1123
		8	0.2514
		15	0.0949
		17	0.1859
		20	0.2186
		21	0.0854
		22	0.0102
		23	0.1217
		241	0.0263
		245	0.1980
		242	0.0180
		246	0.0607
		252	0.0867
		249	0.0714
		258	0.0528
		261	0.1729
		260	0.0329
		262	0.0408
		314	0.2729
		315	0.3631
		322	0.0373
		317	0.2439
		318 (Govt.Road)	0.0306
		264 (Govt.Nala)	0.0200
		26	0.0100
		243	0.0200
		244	0.0100

[F.N.R-31015/ 67 /2004-0R-II]
Harish Kumar, Under Secretary

नई दिल्ली, 2 जून, 2005

का. आ. 1994.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सख्या का.आ. 432 तारीख 04 फरवरी, 2005, जो भारत के राजपत्र तारीख 5 फरवरी, 2005 मे प्रकाशित की गई थी, द्वारा उस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमि मे मध्यप्रदेश राज्य में मांगल्या (इदौर) संस्थापन से हरियाणा राज्य मे पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई–मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 12 मार्च, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात , और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमे उपयोग के अधिकार का अर्जन करने का विनिश्चिय किया है ,

अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इसमें संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : झालरापाटन जिला : झालावाड़ राज्य : राजस्थान

क्र0	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	खगेरी	1	0.0297
		2	0.0302
		3	3.0818
		23	0.0576
		46	0.3313
		20	0.0868
		19	0.0337
		21	0.2693
		22	0.0116
		56	0.0869
		69	0.0432
		291	0.2880
		132	0.0470
		131	0.0832
		125	0.0957
		124	0.1217
		122	0.0771
		121	0.1771
		292	0.1895
		295	0.0301
		294	0.1546
		302	0.0494
		303	0.0754
2	सेमली-पटपडिया	19	0.0262
		18	0.0045
		20	0.2722
		21	0.0128
		22	0.0109
		24	0.1937
		25	0.1952
		27	0.0258
		28	0.1528
		99	0.4980
		91	0.1848
		124	0.0238
		125	0.1654
		135	0.1580
		126	0.0432

1	2	3	4
2	सेमली पटपडिया (जारी.....)	129	0.1287
		130	0.0085
		131	0.0051
		175	0.2042
3	गिंदोर	470	0.1160
		471	0.0691
		452	0.0532
		450	0.0326
		449	0.0445
		456	0.0072
		458	0.0609
		459	0.0432
		441	0.2549
		403	0.0785
		402	0.1296
		400	0.0288
		401	0.1639
		379	0.6885
		378	0.1080
		388	0.0288
		329	0.0045
		328	0.2088
		320	0.0216
		304	0.0906
		305	0.0717
		306	0.0937
		307	0.0288
		308	0.0648
		308/691	0.1080
		317	0.0576
		319	0.0216
		264	0.1440
		263	0.1080
		261	0.2177
		266	0.0216
4	मुंडेरी	109	0.1080
		108	0.0288
		110	0.0072
		121	0.0489
		111	0.1084
		120	0.0052
		115	0.0444
		116	0.0010
		117	0.0386
		114	0.0370
		170	0.0103
		169	0.0024
		171	0.8329
		175	0.0517
		294	0.1851
		296	0.0382
		382	0.1910
		381	0.0144
		383	0.1607
		385	0.0169
5	चाँदिया खेडी	256	0.0321
		253	0.2541
		255	0.2264
		248	0.6040
		235	0.2588
		236	0.0020
		222	0.3955
		229	0.0865
		223	0.1072
		157	0.1014
		190	0.1462
		189	0.0144
		188	0.0360

1	2	3	4
5	चाँदिया खेडी (जारी...)	161	0.0879
		177	0.2162
		175	0.0608
		174	0.2918
		173	0.0504
6	मालीपुरा	260	0.0346
		261	0.0072
		270	0.0072
		276	0.0165
		258	0.6768
		212	0.0360
		211	0.1008
		207	0.0959
		204	0.0020
		205	0.0072
		206	0.0144
		8	0.9221
		1	0.0966
7	झालरापाटन	890	0.8982
		889	0.0149
		888	0.0165
8	गोविंदपुरा	2	0.1915
		4	0.1784
		9	0.1390
		10	0.0744
		11	0.0689
		12	0.1759
		81	0.0206
		80	0.0505
		75	0.1780
		100	0.1173
		101	0.1051
		93	0.4292
		114	0.0142
9	गुवाडी कलाँ	276	0.0396
		275	0.0366
		274	0.0277
		273	0.0664
		272	0.0012
		271	0.0150
		270	0.0685
		261	0.0648
		260	0.0046
		250	0.0072
		254	0.0414
		253	0.1224
		248	0.1851
		249	0.0432
		246	0.0110
		244	0.1008
		223	0.5040
		135	0.0427
		134	0.0294
		105	0.0515
		97	0.0576
		89	0.0936
		90	0.0684
		87	0.0923
		86	0.2030
		83	0.0563
		84	0.1944
		51	0.0520
10	गुवाडी खुर्द	46	0.2422
		47	0.0295
		48	0.2016
		51	0.0816
		50	0.0432

1	2	3	4
10	गुवाडी खुर्द (जारी.....)	54	0.0040
		52	0.0112
		53	0.0327
11	टोलखेडा	1	0.0216
		11	0.0144
		10	0.1152
		9	0.0040
		8	0.0432
		7	0.0432
		6	0.0648
		102	0.2232
		100	0.2160
		101	0.1512
		98	0.3096
		97	0.2152
		114	0.0576
		115	0.0648
		116	0.0720
		117	0.0108
		122	0.1368
		121	0.2664
12	जरेल	371	0.0108
		378	0.2100
		448/553	0.0144
		448	0.0648
		449	0.0108
		447	0.0720
		456	0.3528
		458	0.1116
		459	0.0504
		461	0.0432
		269	0.1260
		462	0.1872
		471	0.2772
		463	0.2088
		469	0.3456
		470	0.2088
13	डाबलीकलां	157	0.0504
		154	0.1656
		153	0.1800
		150	0.1656
		145	0.1584
		217	0.0576
		125	0.1224
		124	0.0720
		226	0.0144
		219	0.0684
		224	0.0504
		223	0.1008
		222	0.0040
		241	0.0180
		240	0.1728
		248	0.1368
		247	0.0040
		250	0.0828
		269	0.0144
		266	0.1656
		267	0.0040
		280	0.01512
		281	0.0072
		282	0.0360
		277	0.0576
		276	0.0020
		319	0.0072
		316	0.1224
		314	0.2108
		313	0.0576

1	2	3	4
13	बबलीकलां (जारी.....)	311	0.6552
		324	0.0288
		325	0.4104
		387	0.1584
		475	0.1080
		476	0.0288
		477	0.0144
		478	0.1440
		479	0.0288
		480	0.0020
		450	0.0432
		445	0.0216
		446	0.0936
		447	0.0216
		436	0.0040
		438	0.0504
		440	0.0216
		441	0.1368
		442	0.0108
		443	0.0288
		156	0.1296
		388	0.1296
		389	0.1728
		390	0.1512
		466	0.0216
		467	0.0144
		495	0.1440
		490	0.0576
14	माधोपुर	44	0.2160
		32	0.1224
		33	0.0072
		36	0.0360
		37	0.0216
		38	0.0216
		39	0.1512
		43	0.0432
		79	0.0288
		149	0.1476
		150	0.2664
		143	0.2880
		142	0.0040
		151	0.0288
		153	0.0720
		154	0.0432
		155	0.0360
		156	0.2664
		170	0.0432
		200	0.1800
		201	0.1440
		204	0.1224
		203	0.0864
		202	0.0792
		226	0.3168
		224	0.1440

[फा0सं0आर0–31015/77/2004–ओ आर–II]

हरीश कुमार, अवर सचिव

New Delhi, the 2nd June, 2005

S. O. 1994.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.432 , dated 4th February, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 5th February,2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh, to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 12th March, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : JHALARAPATAN		DISTRICT : JHALAWAR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	CHANGERI	1	0.0297
		2	0.0302
		3	0.0818
		23	0.0576
		46	0.3313
		20	0.0868
		19	0.0337
		21	0.2693
		22	0.0116
		56	0.0869
		69	0.0432
		291	0.2880
		132	0.0470
		131	0.0832
		125	0.0957
		124	0.1217
		122	0.0771
		121	0.1771
		292	0.1895
		295	0.0301
		294	0.1546
		302	0.0494
		303	0.0754
2	SEMLI PATPADIA	19	0.0262
		18	0.0045
		20	0.2722
		21	0.0128
		22	0.0109
		24	0.1937
		25	0.1952
		27	0.0258
		28	0.1528
		99	0.4980
		91	0.1848
		124	0.0238
		125	0.1654
		135	0.1580
		126	0.0432

1	2	3	4
2	SEMLI PATPADIA (Contd...)	129	0.1287
		130	0.0085
		131	0.0051
		175	0.2042
3	GINDHOR	470	0.1160
		471	0.0691
		452	0.0532
		450	0.0326
		449	0.0445
		456	0.0072
		458	0.0609
		459	0.0432
		441	0.2549
		403	0.0785
		402	0.1296
		400	0.0288
		401	0.1639
		379	0.6885
		378	0.1080
		388	0.0288
		329	0.0045
		328	0.2088
		320	0.0216
		304	0.0906
		305	0.0717
		306	0.0937
		307	0.0288
		308	0.0648
		308/691	0.1080
		317	0.0576
		319	0.0216
		264	0.1440
		263	0.1080
		261	0.2177
		266	0.0216
4	MUNDERI	109	0.1080
		108	0.0288
		110	0.0072
		121	0.0489
		111	0.1084
		120	0.0052
		115	0.0444
		116	0.0010
		117	0.0386
		114	0.0370
		170	0.0103
		169	0.0024
		171	0.8329
		175	0.0517
		294	0.1851
		296	0.0382
		382	0.1910
		381	0.0144
		383	0.1607
		385	0.0169
5	CHANDIA KHERI	256	0.0321
		253	0.2541
		255	0.2264
		248	0.6040
		235	0.2588
		236	0.0020
		222	0.3955
		229	0.0865
		223	0.1072
		157	0.1014
		190	0.1462
		189	0.0144
		188	0.0360

1	2	3	4
5	CHANDIA KHERI (Contd...)	161	0.0879
		177	0.2162
		175	0.0608
		174	0.2918
		173	0.0504
6	MALIPURA	260	0.0346
		261	0.0072
		270	0.0072
		276	0.0165
		258	0.6768
		212	0.0360
		211	0.1008
		207	0.0959
		204	0.0020
		205	0.0072
		206	0.0144
		8	0.9221
		1	0.0966
7	JHALARAPATAN	890	0.8982
		889	0.0149
		888	0.0165
8	GOVINDPURA	2	0.1915
		4	0.1784
		9	0.1390
		10	0.0744
		11	0.0689
		12	0.1759
		81	0.0206
		80	0.0505
		75	0.1780
		100	0.1173
		101	0.1051
		93	0.4292
		114	0.0142
9	GUWADI KALAN	276	0.0396
		275	0.0366
		274	0.0277
		273	0.0664
		272	0.0012
		271	0.0150
		270	0.0685
		261	0.0648
		260	0.0046
		250	0.0072
		254	0.0414
		253	0.1224
		248	0.1851
		249	0.0432
		246	0.0110
		244	0.1008
		223	0.5040
		135	0.0427
		134	0.0294
		105	0.0515
		97	0.0576
		89	0.0936
		90	0.0684
		87	0.0923
		86	0.2030
		83	0.0563
		84	0.1944
		51	0.0520
10	GUWADI KHURD	46	0.2422
		47	0.0295
		48	0.2016
		51	0.0816
		50	0.0432
		54	0.0040

1	2	3	4
10	GUWADI KHURD (Contd...)	52	0.0112
		53	0.0327
11	TOLKHEDA	1	0.0216
		11	0.0144
		10	0.1152
		9	0.0040
		8	0.0432
		7	0.0432
		6	0.0648
		102	0.2232
		100	0.2160
		101	0.1512
		98	0.3096
		97	0.2152
		114	0.0576
		115	0.0648
		116	0.0720
		117	0.0108
		122	0.1368
		121	0.2664
12	JAREL	371	0.0108
		378	0.2100
		448/553	0.0144
		448	0.0648
		449	0.0108
		447	0.0720
		456	0.3528
		458	0.1116
		459	0.0504
		461	0.0432
		269	0.1260
		462	0.1872
		471	0.2772
		463	0.2088
		469	0.3456
		470	0.2088
13	DABLIKALAN	157	0.0504
		154	0.1656
		153	0.1800
		150	0.1656
		145	0.1584
		217	0.0576
		125	0.1224
		124	0.0720
		226	0.0144
		219	0.0684
		224	0.0504
		223	0.1008
		222	0.0040
		241	0.0180
		240	0.1728
		248	0.1368
		247	0.0040
		250	0.0828
		269	0.0144
		266	0.1656
		267	0.0040
		280	0.01512
		281	0.0072
		282	0.0360
		277	0.0576
		276	0.0020
		319	0.0072
		316	0.1224
		314	0.2108
		313	0.0576
		311	0.6552
		324	0.0288

1577 GI/05—10

1	2	3	4
13	DABLIKALAN (Contd...)	325	0.4104
		387	0.1584
		475	0.1080
		476	0.0288
		477	0.0144
		478	0.1440
		479	0.0288
		480	0.0020
		450	0.0432
		445	0.0216
		446	0.0936
		447	0.0216
		436	0.0040
		438	0.0504
		440	0.0216
		441	0.1368
		442	0.0108
		443	0.0288
		156	0.1296
		388	0.1296
		389	0.1728
		390	0.1512
		466	0.0216
		467	0.0144
		495	0.1440
		490	0.0576
14	MADHOPUR	44	0.2160
		32	0.1224
		33	0.0072
		36	0.0360
		37	0.0216
		38	0.0216
		39	0.1512
		43	0.0432
		79	0.0288
		149	0.1476
		150	0.2664
		143	0.2880
		142	0.0040
		151	0.0288
		153	0.0720
		154	0.0432
		155	0.0360
		156	0.2664
		170	0.0432
		200	0.1800
		201	0.1440
		204	0.1224
		203	0.0864
		202	0.0792
		226	0.3168
		224	0.1440

[F.N. R-31015/ 77/2004-OR-II]
HARISH KUMAR ,Under Secretary

नई दिल्ली, 1 जून, 2005

का. आ. 1995.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम ,1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व), क्लार्क्स आमेर होटल के सामने, जवाहरलाल नेहरु मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	कासिन्द्रा	159	0	01	03
		109	0	01	46
		232	0	03	60
		239	0	02	31
		245	0	02	73
		261/497	0	00	82
		261/1	0	01	91
		389/471	0	01	46
		389/486	0	01	48
		375/437	0	00	76
		375मिन01	0	16	68

तहसील : पिण्डवाड़ा	जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	फासिन्द्रा (आरी)	359(स.रास्ता)	0	00	82
		357	0	01	00
		356	0	02	56
		355	0	01	27
		348	0	00	29
		361(स.नाला)	0	00	11
		362मिन01(ग्रा.पं.चारागाह) 362/429(पी.डब्ल्यू.डी.सड़क)	0	03	31
2.	अचपुरा	303	0	00	71
		304मिन	0	00	94
		290मिन 290/1 290/2 290/3 290/4	0	00	56
3.	सांगवाडा	355(स.भूमि) 355मिन	0	03	17
		356/1 356(स.भूमि)	0	07	15
		373/1	0	01	42
		330(स.भूमि)	0	02	78
		142	0	01	28
		135	0	04	52
		166(स.रास्ता)	0	00	44
		35	0	00	68
		33	0	00	75
		28	0	01	00
		27	0	00	73
		26	0	26	55
4.	फूलाबाईखेड़ा	589	0	17	28
		588	0	09	34
		539	0	00	20
		462/2	0	00	79
		460	0	01	40
		458	0	01	18
5.	काछेली	831	0	16	92
		834	0	01	86
		836	0	01	28
		674	0	09	16
		675	0	09	53
		665	0	06	15

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5.	काछोली (जारी...)	647(स.रास्ता)	0	00	31
		548	0	02	00
		546	0	00	49
		544	0	01	28
		542	0	01	56
		543	0	01	06
		537	0	01	33
		669(स.नदी)	0	01	62
		845(स.नदी)	0	02	58
6.	[illegible]तुम्बरी	94(स.नदी)	0	02	11
		114	0	00	83
		104	0	01	00
		151	0	01	51
		154(स.मगरी)	0	00	40
		155(स.मगरी)	0	01	86
		162	0	00	24
		39	0	00	47
		12	0	01	03
7.	[illegible]वरी	623	0	01	74
		436	0	01	38
		432	0	00	17
		785(स.रास्ता)	0	00	62
		806	0	00	44
		816	0	00	56
		826	0	00	51
		829(पी.डब्ल्यू.डी.सड़क)	0	00	45
		1017मिन01	0	00	72
		1018	0	00	82
		ख.सं.1053 और 1063 के बीच	0	01	20
		1054	0	00	10
		1069	0	00	55
		1070	0	00	20
		1074	0	01	94
8.	[illegible]नारी	1529	0	01	35
		1535	0	00	88
		1542	0	01	25
		1444	0	01	88
		1415	0	00	72
		1416	0	00	80
		1417	0	00	38
		1420	0	00	82

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
८.	धनारी (जारी...)	1692	0	00	92
		1704	0	01	27
		1703	0	00	40
		1719	0	00	72
		605	0	00	69
		462	0	00	84
		446	0	04	10
		435(सिं.वि.)	0	04	42
		436	0	04	34
		366	0	02	88
		367	0	00	30
		364	0	04	00
		363	0	03	06
		362	0	00	62
		360	0	00	72
		377	0	03	96
		384	0	00	74
		380	0	01	66
		205(ग्रा.पं.चारागाह)	0	04	54
9.	कोदरला	509	0	01	01
		474 474मिन01 (स.भूमि) 474मिन02 474मिन03 474मिन04	0	02	14
		441	0	01	32
		307	0	00	93
		297	0	01	01
10.	रामपुरा	130 130/1	0	05	02
		187	0	01	88
		191	0	00	91
		197	0	01	70
		71मिन01	0	02	85
		70मिन01	0	03	58
		558/223	0	00	20
		239	0	01	93
		295	0	00	95
11.	डूंगरी	297(स.नाला)	0	03	10
		281	0	03	75
		171	0	00	21

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
11.	(डूंगरी)(भारी···)	172	0	01	05
		99	0	00	92
		96	0	01	10
		90/2	0	00	84
		90/3	0	00	20
		83(ग्रा.पं.चारागाह)	0	00	34
		74	0	00	48
12.	बसंतगढ़	1400	0	02	04
		1393	0	00	15
		1392	0	00	63
		1369	0	00	78
13.	चवरली	414(ग्रा.पं.चारागाह) } 404(ग्रा.पं.चारागाह) }	1	02	40
		410	0	09	27
		409	0	01	34
		379	0	01	13
		381	0	01	58
		383	0	01	29
		384	0	00	37
		ख.सं.385 और 272 के बीच	0	01	08
		272(स.खड्डा/रास्ता)	0	04	48
		283	0	00	57
		286	0	00	35
		304	0	01	68
		314	0	01	27
		219(स.मगरी)	0	00	67
		211	0	00	77
14.	अजारी	566	0	00	51
		573	0	00	67
		494	0	00	49
		491	0	00	57
		490	0	00	44
		478	0	00	55
		474	0	00	82
		394	0	00	66
		392	0	00	54
		407	0	00	33
		309	0	03	44
		311	0	00	49
		314	0	12	72
		298	0	12	08

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
14.	अजारी (जारी)	322	0	02	88
		320	0	00	60
		290(स.नदी)	0	06	91
		289(स.रास्ता)	0	00	32
		266	0	03	16
		262	0	00	30
		257	0	11	44
		256	0	13	40
		248	0	01	12
		249	0	07	56
		250	0	08	82
		251	0	01	40
		252	0	17	03
		211	0	03	20
		210	0	10	16
		209	0	01	13
		200	0	05	04
		199	0	00	20
		808	0	00	49
15.	पिण्डवाड़ा	3386	0	00	97
		3387	0	00	76
		3411	0	00	51
		3415	0	00	88
		3518	0	01	64
		3505(स.रास्ता)	0	00	46
		3596/3881	0	00	54
		3591	0	01	28
		3638	0	00	52
		3633	0	00	64
		3628	0	00	56
		3274	0	00	91
		3280	0	00	23
		3758	0	00	55
		891	0	00	74
		911/1 911मिन01	0	01	13
		1061	0	04	52
		1062	0	05	92
		1065	0	00	57

1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	1078	0	01	97
		1091	0	00	68
		1092	0	00	71
		1215	0	00	46
		1250	0	01	21
		586(स.भूमि)	0	02	67
		1259	0	00	62
		87(न.पा.चारागाह)	0	01	26

[फा. सं. आर-31015/46/2004-ओ.आर II]
हरीश कुमार, अवर सचिव

New Delhi, the 1st June, 2005

S. O. 1995.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

1577 GI/05—11

SCHEDULE

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	**KASINDRA**	159	0	01	03
		109	0	01	46
		232	0	03	60
		239	0	02	31
		245	0	02	73
		261/497	0	00	82
		261/1	0	01	91
		389/471	0	01	46
		389/486	0	01	48
		375/437	0	00	76
		375Min01	0	16	68
		359(G/L Cart Track)	0	00	82
		357	0	01	00
		356	0	02	56
		355	0	01	27
		348	0	00	29
		361(G/L Nala)	0	00	11
		362Min01(G/P Pasture) 362/429(P.W.D.Road)	0	03	31
2.	**ACHPURA**	303	0	00	71
		304Min	0	00	94
		290min 290/1 290/2 290/3 290/4	0	00	56
3.	**SANGWARA**	355(G/L) 355Min	0	03	17
		356/1 356(G/L)	0	07	15
		373/1	0	01	42
		330(G/L)	0	02	78
		142	0	01	28
		135	0	04	52
		166(G/L Cart Track)	0	00	44
		35	0	00	68
		33	0	00	75
		28	0	01	00

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3.	SANGWARA (Contd...)	27	0	00	73
		26	0	26	55
4.	PHULABAI KHEDA	589	0	17	28
		588	0	09	34
		539	0	00	20
		462/2	0	00	79
		460	0	01	40
		458	0	01	18
5.	KACHHOLI	831	0	16	92
		834	0	01	86
		836	0	01	28
		674	0	09	16
		675	0	09	53
		665	0	06	15
		647(G/L Cart Track)	0	00	31
		548	0	02	00
		546	0	00	49
		544	0	01	28
		542	0	01	56
		543	0	01	06
		537	0	01	33
		669(G/L River)	0	01	62
		845(G/L River)	0	02	58
6.	PATUMBARI	94(G/L River)	0	02	11
		114	0	00	83
		104	0	01	00
		151	0	01	51
		154(G/L Magri)	0	00	40
		155(G/L Magri)	0	01	86
		162	0	00	24
		39	0	00	47
		12	0	01	03
7.	BHAVRI	623	0	01	74
		436	0	01	38
		432	0	00	17
		785(G/L Cart Track)	0	00	62
		806	0	00	44
		816	0	00	56
		826	0	00	51
		829(P.W.D. Road)	0	00	45

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	**BHAVRI (Contd...)**	1017Min01	0	00	72
		1018	0	00	82
		In Bet Svy No.1053 & 1063	0	01	20
		1054	0	00	10
		1069	0	00	55
		1070	0	00	20
		1074	0	01	94
8.	**DHANARI**	1529	0	01	35
		1535	0	00	88
		1542	0	01	25
		1444	0	01	88
		1415	0	00	72
		1416	0	00	80
		1417	0	00	38
		1420	0	00	82
		1692	0	00	92
		1704	0	01	27
		1703	0	00	40
		1719	0	00	72
		605	0	00	69
		462	0	00	84
		446	0	04	10
		435(Irrig. Deptt.)	0	04	42
		436	0	04	34
		366	0	02	88
		367	0	00	30
		364	0	04	00
		363	0	03	06
		362	0	00	62
		360	0	00	72
		377	0	03	96
		384	0	00	74
		380	0	01	66
		205(G/P Pasture)	0	04	54
9.	**KODARLA**	509	0	01	01
		474 474Min01(G/L) 474Min02 474Min03 474Min04	0	02	14

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
9.	**KODARLA (Contd...)**	441	0	01	32
		307	0	00	93
		297	0	01	01
10.	**RAMPURA**	130	0	05	02
		130/1			
		187	0	01	88
		191	0	00	91
		197	0	01	70
		71Min01	0	02	85
		70Min01	0	03	58
		558/223	0	00	20
		239	0	01	93
		295	0	00	95
11.	**DUNGRI**	297(G/L Nala)	0	03	10
		281	0	03	75
		171	0	00	21
		172	0	01	05
		99	0	00	92
		96	0	01	10
		90/2	0	00	84
		90/3	0	00	20
		83(G/P Pasture)	0	00	34
		74	0	00	48
12.	**BASANTGARH**	1400	0	02	04
		1393	0	00	15
		1392	0	00	63
		1369	0	00	78
13.	**CHAVARLI**	414(G/P Pasture)	1	02	40
		404(G/P Pasture)			
		410	0	09	27
		409	0	01	34
		379	0	01	13
		381	0	01	58
		383	0	01	29
		384	0	00	37
		In Bet Svy No.385 & 272	0	01	08
		272(G/L Khadda/Cart Track)	0	04	48
		283	0	00	57
		286	0	00	35
		304	0	01	68

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
13.	**CHAVARLI (Contd...)**	314	0	01	27
		219(G/L Magri)	0	00	67
		211	0	00	77
14.	**AJARI**	566	0	00	51
		573	0	00	67
		494	0	00	49
		491	0	00	57
		490	0	00	44
		478	0	00	55
		474	0	00	82
		394	0	00	66
		392	0	00	54
		407	0	00	33
		309	0	03	44
		311	0	00	49
		314	0	12	72
		298	0	12	08
		322	0	02	88
		320	0	00	60
		290(G/L River)	0	06	91
		289(G/L Cart Track)	0	00	32
		266	0	03	16
		262	0	00	30
		257	0	11	44
		256	0	13	40
		248	0	01	12
		249	0	07	56
		250	0	08	82
		251	0	01	40
		252	0	17	03
		211	0	03	20
		210	0	10	16
		209	0	01	13
		200	0	05	04
		199	0	00	20
		808	0	00	49
15.	**PINDWARA**	3386	0	00	97
		3387	0	00	76
		3411	0	00	51
		3415	0	00	88

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	PINDWARA (Contd...)	3518	0	01	64
		3505(G/L Cart Track)	0	00	46
		3596/3881	0	00	54
		3591	0	01	28
		3638	0	00	52
		3633	0	00	64
		3628	0	00	56
		3274	0	00	91
		3280	0	00	23
		3758	0	00	55
		891	0	00	74
		911/1 911Min01	0	01	13
		1061	0	04	52
		1062	0	05	92
		1065	0	00	57
		1078	0	01	97
		1091	0	00	68
		1092	0	00	71
		1215	0	00	46
		1250	0	01	21
		586(G/L)	0	02	67
		1259	0	00	62
		87(N/ P Pasture)	0	01	26

[No. R-31015/46/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 1 जून, 2005

का. आ. 1996.— केन्द्रीय सरकार, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 878 तारीख 5 अप्रैल, 2004 का आशोधन करते हुए, और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, श्री पी एन मोहनचन्द्रन, प्रबंधक (कानूनी प्रशासन), पेट्रोनेट सी.सी. के. लिमिटेड को केरल राज्य के राज्यक्षेत्र के भीतर कोचीन-कोयम्बतूर-करूर पाइपलाइन के लिए, उक्त अधिनियम के अधीन, सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है।

[फा. सं. आर-31015/12/2003-ओ.आर-II]
हरीश कुमार, अवर सचिव

New Delhi, the 1st June, 2005

S. O. 1996.—In modification of notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. 878 dated 5th April, 2004, and in pursuance of clause (a) of sectin 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri P.N. Mohanachandran, Manager (Legal Administration), Petronet CCK Limited, to perform the functions of the competent authority for Cochin-Coimbatore-Karur Pipeline, under the said Act, within the territory of Kerala.

[No. R-31015/12/2003-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 4 मई, 2005

का. आ. 1997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एयरपोर्ट आथोरिटी ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नई दिल्ली संख्या-II के पंचाट (संदर्भ संख्या 49/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-05-05 को प्राप्त हुआ था।

[सं. एल-11012/1/2000-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 4th May, 2005

S.O. 1997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 03-05-05.

[No. L-11012/1/2000-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER : R. N. Rai

I. D. No. 49/2000

In the matter of :

Sh. Pappu, C/o Delhi Pradesh,
Kamgar Morcha, C/V-28/A,
Ring Road, Naraina,
New Delhi-28.

Versus

Airport Authority of India,
The Airport Director (International Airport Div.),
I. G. I. Airport,
New Delhi-37.

AWARD

The Ministry of Labour by its letter No. L-11012/1/2000-IR(M) Central Government, Dt. 19-5-2000 has referred the following point for adjudication.

The point runs as under :—

"Whether the action of the management of Airport Authority of India (International Airport) in terminating the services of Sh. Pappu is justified ? If not, to what relief the workman is entitled".

The claimant has filed statement of claim. In the statement of claim, it has been stated that the Govt. of India, Ministry of Labour, through its Under Secy. has referred the above said dispute before the Hon'ble Tribunal for adjudication in the following terms of reference :—

"Whether the action of the management of Airport Authority of India (International Airport) in terminating the services of Sh. Pappu is justified ? If not, to what relief the workman is entitled ?"

The brief facts of the case are given below :—

That the workman Sh. Pappu had been working into the employment of the management as a sweeper man for last 7 years continuously. The last drawn salary/wages of the workman were Rs. 1550 per month. He has unblemished and uninterrupted record of service to his credit. That the services of the workman aforesaid has been terminated w.e.f. 1-3-1997 by the management without assigning any valid reason thereof.

That the cause of termination was/is that the legal facilitates as per provisions of labour laws were not being provided to the deponent such as appointment letter, P. F., attendance card, medical allowances, leave encashment, minimum wages, bonus etc. for which the workman was always demanding from the management on this management got annoyed and terminated his service on 1-3-1997 without making the payment of his earned wages for the month of February, 1997 just to teach him a lesson.

That the job/post on which the workman was working was of permanent and regular nature of job and is still continuing with the management. That no notice was given, no service/retrenchment compensation was either offered or paid to the workman prior to or at the time of termination of his services.

That the workman has not committed any misconduct, whatsoever in case of any misconduct, no memo or chargesheet was issued no domestic enquiry was conducted and no opportunity of being heard was given to the workman prior to termination from services.

That the juniors to the workman have been retained in service and the workman has been thrown out of the job with hostile discrimination by the management. That a demand notice dated 13-3-1997 was served upon the management but no reply was received so far and it was presumed that the demand has been rejected thereafter the dispute was raised by filing the statement of claim

before the conciliation officer, Curzon Road, New Delhi. The conciliation proceedings were initiated but resulted in failure due to adamant and non-cooperative attitude of the management. Hence this reference.

That the workman is unemployed since the date of termination i.e. 1-3-1997despite his best efforts and is entitled to reinstatement in service with continuity and full back wages. That the action of the management is wholly bad in law, illegal and unjustified and also violative of section 25F, G and H of the Industrial Disputes Act, read with rules 76, 77 and 78 of the Industrial Dispute (Central) Rules, 1957.

The management has filed written statement. In the written statement, it has been stated that the claim of the workman is not maintainable on the following amongst other grounds :—

That, the appropriate Govt. has passed the reference order mechanically and arbitrarily and without application of mind to the facts and circumstances of the case. The reference is bad and this Hon'ble Tribunal has no jurisdiction to try the matter. That the statement of claim is bad under section 2(K) and 2(S) of Industrial Disputes Act, 1947 and this Hon'ble Tribunal has no jurisdiction to try the matter.

That the statement of claim filed by the claimant is not maintainable for mis-joinder and non-joinder of the necessary party, the contractor, hence, the Hon'ble Tribunal has no jurisdiction to try the matter. That the Regulation and Abolition of the contract will come under the purview of Contract Labour (Regulation and Abolition) Act, 1970 and as such the appropriate Govt. to decide the matter pertaining to contract labour is the Central Govt. through the Advisory Board as provided in the Act. No industrial dispute can said to be in instance. Hence, this Hon'ble Tribunal has no jurisdictin to try the matter.

That the claimant has not approached this Hon'ble Forum with clean hands and has suppressed the material facts. Hence he is not entitled to any relief whatsoever. That, the claim is highly belated, malafide and has been raised after more than four years by misusing the process of law and to harass and black mail the management.

That, the statement of claim is also bad on the ground that the workman name has been interpolated and added by the contractor in his records after the judgement of the Hon'ble Supreme Court of India in the matter of Air India Statutory Corporation Vs. United Labour Union and others and which is clear violation of the directions of the Hon'ble Supreme Court.

That, Sh. Pappu, workman had submitted an affidavit dated 3-3-1997 in which he had categorically stated that he had worked with M/s. Sh. Ram Yadav, Ex-Contractor, which clearly shows that no employer-employee relationship existed between management and the workman and therefore no Industrial Dispute can exist.

That, no valid, prior demand notice was served on the management by the claimant before filing the case with the conciliation officer. In any event no Industrial Dispute can be said to have been validly raised. The reference is bad and the Hon'ble Tribunal has no jurisdiction to try the matter.

That, without prejudice to the above mentioned preliminary objections. It is submitted that the claim is highly belated and has not been valiging spoused either by any Union having locus-standi to do so or by substantial body to the workman. No industrial dispute can be said to be existence. Hence this Hon'ble Tribunal has no jurisdiction to try the matter.

The workman has not filed rejoinder and he is not turning up since 2002. Evidene was closed in his absence.

Heard argument from the side of the management.

The workman has not given any affidavit in support of his claim so he has failed to prove the averments of his claim petition.

The reference is replied thus :—

The action of the management of Airport Authority of India (International Airport) in terminating the service of Shri Pappu is justified. The workman is not entitled to get any relief as claimed for.

The Award is given accordingly.

Date : 28-04-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 4 मई, 2005

का. आ. 1998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इडकोल सीमेंट लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 144/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-05-05 को प्राप्त हुआ था।

[सं. एल-29012/78/97-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th May, 2005

S.O. 1998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 144/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation

to the management of IDCOL Cement Limited and their workman, which was received by the Central Government on 03-05-2005.

[No. L-29012/78/97-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT :

Shri N. K. R. MOHAPATRA, Presiding Officer C.G.I.T.-cum-Labour Court, Bhubaneswar.

Ir. INDUSTRIAL DISPUTE CASE No. 144/2004

Date of Passing Award : 21st April, 2005

BETWEEN :

The Management of the Executive Director, IDCOL Cement Limited, now Bargarh Cement, P. O. Bardol, Distt. Bargarh.

. . . 1st Party -Management

AND

Their Workman, Shri Alok Kumar Nayak, Qrs. No. E-12/95, At Cement Nagar, P. O. Bardol, Distt. Bargarh.

. . . 2nd Party-Workman

APPEARANCES :

M/s. S. D. Das, Senior Advocate : For the 1st Party-Management

None : For the 2nd Party-Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/178/97-IR (Misc.) dated 21-10-1997

"Whether the termination of Shri Alok Kumar Nayak by the Management of IDCOL Cement Limited, Bargarh with effect from 1-10-1995 is legal and justified ? If not, to what relief the workman is entitled.

2. On receipt of letter of reference the Management of IDCOL Limited made his appearance and submitted its written statement and thereafter the workman gave his evidence through affidavit. Before the workman could be cross-examined by IDCOL Limited another company styled as "Bargah Cement" appeared and wanted to participate in the proceeding stating to have taken over the IDCOL Limited. Accordingly vide order No. 58 dated 7-12-2004 the said company "Bargarh Cement" was impleaded as the 1st Party in place of IDCOL Limited, the erstwhile Management. After so being impleaded as the 1st Party-Management the Bargarh Cement did not like to submit any further written statement and thereby with necessary implication adopted the Written Statement given by the court while Management of IDCOL Limited.

3. As the workman despite sufficient opportunity did not turn up to face the cross-examination he was ultimately set ex parte and upon such order the Management (Bargarh Cement) filed a memo on 28-3-2005 to close the case and did not like to adduce any evidence from its side.

4. In the statement of claim the workman has claimed that on the basis of his application dated 16-2-1993 he was appointed temporarily as supervisor (Civil) for 44 days by the Executive Director of Hira Cement Works, an unit of the erstwhile Management IDCOL Limited vide order dated 27-2-1993 on a consolidated salary of Rs. 1,500 per month and was posted as such in the expansion division of Hira Cement Works at Cement Nagar. When the said Hira Cement Works was taken over by its subsidiary company named IDCOL Cement Limited on 1-4-1993 the services of the workman was transferred to that takenover company and thereafter he was as before issued with appointment letters time and again for a period of 44 days in each term with a superficial break of one to two days until he was ultimately refused of employment on 1-10-1995. It is alleged by the workman that at the time of refusal of employment he was neither served with any notice nor he was paid any retrenchment compensation though he had worked continuously for 240 days in each year.

5. While admitting on facts the above contention of the workman the erstwhile Management in his written statement has taken the stand that the workman was appointed on temporary basis each time for 44 days with necessary gap to attend to the irregular needs of the factory and after the said need was over he was not given further extension, after expiry of his last term of contractual appointment and as such, the workman can not be considered to have been retrenched under Section 25-F of the I. D. Act. Besides the above the Management has taken a further stand that the reference is bad in as much as the Central Government has no jurisdiction to refer the matter to this Tribunal the State Government being the appropriate Government of the IDCOL.

6. At the very out set it may be mentioned here that of course the workman after tendering his evidence through affidavit has never turned up to face his cross-examination. But in view of the candid admission of the Management in his written statement that the workman

was engaged time and again for a period of 44 days in each spell during 1993 to 1995 the non-appearance of the workman for his cross-examination would be of little consequence.

7. On the above pleadings of the parties the following issues have been settled.

ISSUES

(i) Whether the case is maintainable ?

(ii) Whether the termination of Shri Alok Kumar Nayak by the Management of IDCOL. Cement Limited. Bargarh, with effect from 1-10-1995 is legal and justified ?

(iii) If not. to what relief the workman is entitled ?

FINDINGS

ISSUE No. II & III

8. These two issues are taken up together for the purpose of convenience.

The law is well settled that facts admitted need not be proved. In the instant case the record shows that the workman has filed his various appointment letters to which the erstwhile Management has never objected. Rather on the other hand the Management had admitted in its written statement that the workman was engaged as a Supervisor (Civil) on consolidated salary of Rs. 1,500 per month with effect from 1-3-93 (the date of joining of the workman) for a period of 44 days. It has also admitted that the workman was given another appointment for 44 days in different spells till expiry of the last term of appointment ending on 30-9-1995. The various appointment letters which are available on record shows that the workman was appointed for a period of 44 days in each spell with a break of two to three days during period from 1-3-93 to 30-9-1995. These appointment letters furthers shows that during these period the workman was also engaged as a Supervisor in Beherabhanji Mines of IDCOL Limited during 1994 and thereafter during the year 1995 he was engaged in the Dunguri Lime Stone Quarry of IDCOL Limited as evident from the pay slips issued to him. This fact suggests that the job against which the workman was engaged was perennial in nature and therefore. the gap between the two appointments can be considered to be superficial in nature. It be noted here that. no explanation has been offered by the erstwhile Management as to the reason of giving such one to two days breaks each time in between two appointments. Therefore, it can safely be held that the workman was in continuous employment for more than 240 days in a year and as such the Management should not have refused employment without notice or payment of retrenchment compensation as prescribed under Section 25(F) of the Industrial Disputes Act. In the above premises the action of the Management refusing further employment to the workman is found to be bad under law. Since, the erstwhile Management, IDCOL Limited has now been taken over by the Bargarh Cement Works the latter is deemed to have taken over the erstwhile Management with all its assets and liabilities and as such the present Management, Bargarh Cement Works is liable to face the outcome of the present proceeding.

9. From the record it transpires that the workman was refused employement on 1-10-1995 whereas the shares of the erstwhile Management, IDCOL Limited has been purchased by the new establishment styled as Bargarh Cement Works some times during the year 2004. Therefore, considering the same and the period that has elapsed in between the date of termination and the date of taken over by the present Management it would because justifiable to direct the present Management to pay compensation of Rs. 50,000 to the workman in lieu of reinstatement in service and back wages. Accordingly these two issues are answered.

ISSUE No. 1

10. In its pleading the erstwhile Management, IDCOL Limited has admitted that the workman was engaged as a Supervisor in different mining areas of IDCOL Cement. The documents available on record also indicates that during 1994 and 1995 the workman was posted in two different mines such as Beherabhanji mine and Dunguri Lime Stone Quarry of IDCOL Limited. This itself suggests that the workman was engaged in the mines of IDCOL Limited and therefore under section 2 of the Industrial Disptues Act, the Central Government is competent to refer the matter for adjudication. Accordingly this issue is answered against the Management and in favour of the workman.

11. To sum up the refusal of employment to the workman is considered to be bad under law and as such the present Management is directed to pay compensation of Rs. 50,000 to the workman in lieu of reinstatemen and back wages.

12. A reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 4 मई, 2005

का. आ. 1999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान पेट्रोलियम कार्पो. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नई दिल्ली संख्या-1 के पंचाट (संदर्भ संख्या 234/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-05-2005 को प्राप्त हुआ था।

[सं. एल-30011/48/99-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th May, 2005

S.O. 1999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 234/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. I as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corpn. Ltd. and their workman, which was received by the Central Government on 3-5-2005.

[No. L-30011/48/99-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : Shri S. S. Bal

I. D. No. 234/99

In the matter of dispute between :

Workmen employed at Palam Aviation Depot, C-160, Sarvodaya Enclave, New Delhi-110017 through the Secretary, Petroleum Workers Union. ... Workman

Versus

M/s. Hindustan Petroleum Corporation Ltd.
Chief Manager (P & A),
Tower-I, 124, Indira Chowk,
New Delhi-110001. ... Management

APPEARANCES :

None for the workman.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-30011/48/99-IR(M) dated 26-11-99 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether merger of Terminal II with Terminal I at ASF Palam by H. P. C. L. after a period of 13 years result in change of service conditions of the workers at Terminal II who were shifted on a short notice without being given advance notice of the reorganisation/rationalisation of work by the management ? If yes, to what relief the workmen are entitled ?"

2. After receipt of the reference notices were sent to the parties. Workman appeared on 29-2-2000, 30-3-2000, 30-5-2000, 10-8-2000, 16-10-2000, 15-12-2000 and claim was not filed and adjournment was requested. On 15-12-2000 case was adjourned to 8-2-2001 when the workman filed his claim statement and written statement by the management as also filed on 21-1-2002 workman filed rejoinder on 19-7-2002 and after admission denial of documents case was fixed for evidence of the workman. The case was first fixed for evidence of the workman on 14-3-2000 and workman was granted as many as 13 opportunities but he failed to adduce any evidence despite last opportunity. Hence workman was proceeded exparte. Shri Vidhu Uppadhaya A/R for the management also did not want to adduce any evidence on behalf of the management and he addressed arguments.

3. The burden of proof of the above reference was on the workman but the workman has failed to show that merger of terminal II with Terminal I at ASF Palam by H. P. C. L. after a period of 13 years result in change of service conditions of the workers at Terminal II who were shifted on a short notice without being given advance notice of the reorganisation/rationalisation of work by the management. Thus no opinion can be expressed on the reference whether the merger of the Terminal II with Terminal I has resulted in any change of service condition of the workman and therefore, a No Dispute Award is thus passed. File be consigned to Record Room.

Dated : 20-4-05 S. S. BAL, Presiding Officer

नई दिल्ली, 4 मई, 2005

का. आ. 2000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कार्पो. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 4/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-05 को प्राप्त हुआ था।

[सं. एल-30011/86/2001-आई आर (विविधा)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th May, 2005

S.O. 2000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2002) of the Industrial Tribunal, Pune as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bharat Petroleum Corpn. Ltd. and their workman, which was received by the Central Government on 3-5-05.

[No. L-30011/86/2001-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI V. G. INDRALE, INDUSTRIAL TRIBUNAL, MAHARASHTRA AT PUNE

Reference (IT) No. 4 of 2002

ADJUDICATION

BETWEEN :

Deputy Manager, Bharat Petroleum Corporation Limited.

AND

The workmen employed under them.

In the matter of regularisation of services of Shri H. K. Varma

APPEARANCES :

Mrs. A. A. Wachasunder for First Party.

Shri G. S. Ogale for the Second Party.

AWARD

(Date : 7-4-2005)

Second Party union—Petroleum Employees Union raised dispute before the Govt. of India, Ministry of Labour, New Delhi, to regularise the services of the concerned workman Shri Hariprakash K. Verma. It was not resolved before the conciliation Officer and therefore, referred to this Tribunal for adjudication, by order dated 11-1-2002.

2. On receipt of reference, notices in appropriate forms were issued to both the parties.

3. The second party union appeared and filed its statement of claim at Ex. U-2, contending that Shri H. K. Verma joined the service of first party on 20-9-1988. He was appointed through the Employment Exchange. Since 1988, the first party deliberately and wilfully allotted 15 days work in a month to the workman Shri Verma and for remaining 15 days, other employees are employed. This is done only with a view to not to give benefit of permanency to Shri Verma. The first party brought employees from Mumbai from time to time and gave them work. In the year 1994, Shri Verma put grievance before the Labour Commissioner, Central, Pune. On 27-6-1995, the dispute was resolved, as the management gave undertaking that they would allot the work to Shri Verma when such work would be available. It is further grievance of the second party union that even though work was available, the management did not give work to Shri Verma and allotted the work to other workers. Thus, the first party has committed breach of the settlement and indulged in unfair labour practice. From time to time, the union made grievances to the management for not allotting work to Shri Verma even though work was available. So, the act of the first party in not allotting work to Shri Verma for remaining 15 days in a month amounts to artificial break, with a view to deprive Shri Verma from getting the benefit of permanency. The work which Shri Verma was required to do is of permanent nature and it is available throughout the month. Now, Shri Verma has crossed the age limit required for other service. The Assistant Labour Commissioner was intending to initiate prosecution under Section 29 of the Industrial Disputes Act, but it was dropped, as the management assured to allot work to Shri Verma. Thus, according to the second party, Shri Verma is entitled to benefit of permanency since 1988. Hence, the second party union prayed to allow the reference.

4. The first party appeared and filed written statement at Ex. C-7. It is contended that the appointment of Shri Verma being as casual worker and he is only to get work in case of exigencies when work is available due to absenteeism of regular staff and the employment of Shri Verma being temporary, he is not entitled to get the benefit of permanency. It is denied that the first party deliberately allotted 15 days work in a month with a view to deprive Shri Verma from the benefit of permanency. According to the first Party, Shri Verma was never employed for 240 days continuously in a year and therefore, not entitled to get the benefit of permanency. The first party admits about the settlement which took place before the Labour Officer on 29-6-1995. It is denied the first party refused to give work to Shri Verma when available. It is their contention that Shri Verma was negligent in work and his behaviour was not good. So, first party constrained to engage Shri Verma for such job in future. According to the first party, Shri Verma was himself not available for work for 240 days in a year. The first Party is governed by Certified Standing Orders wherein there is no clause or provision for automatic permanency. The first party has framed rules for appointment and filling up vacancies of permanent posts. The name of Shri Verma was referred by Employment Exchange for temporary post and therefore, he is not entitled for permanent post. The second party has not co-operated for conciliation of dispute. For all these grounds, the first party prayed to answer the reference in negative.

5. Following issues are framed at Ex. 0-5 and I have recorded my findings thereon, as to reaons to follow :

1. Whether the concerned workman employed in Loni Depot of Bharat Petroleum Corpn. Ltd. is in continuous employment with the BPCL ? — Yes

2. Whether the demand of Petroleum Employees Union to regularise and absorb the concerned workman in service of BPCL is legal and justified ?	—	Yes
3. To what relief, the concerned employee is entitled to ?	—	concerned employee, is entitled for relief of regularisation in service.
4. What order ?	—	As per order.

REASONS

6. **Issues 1 & 2 :** The second party union examined workman Shri Verma at Ex. UW-1 and two more witnesses—Satishkumar N. Nair, General Secretary of union, Ex. UW-2 and UW-3 G. Shekar Govindraj, who is working as Installation Officer in Loni Terminal. The first party has examined CW-1 Narendra S. Dhavale, who is Dy. Manager of Employees' Relation at Bombay. The second party has placed on record documents annexed with list, Ex. U-14 which consists of letter for interview; E. S. I. Identity Card, Memorandum of Settlement dated 29-6-1995 and other correspondence made with the management. The second party has also placed on record documents annexed with list, Ex U-44 which consists of interview call received by workman Shri Verma from MSEB Pune. The first party has placed on record zerox copies of documents annexed with list, Ex. C-19 and Ex. C-25 which consists of muster-roll of casual employees for January 1995 to August 2000; monthly salary book of casual workers for the month September 1992 to December 2002. It consists of 8 registers and they have been produced as per the order passed by the Tribunal on application, Ex. U-15. This much is the oral and documentary evidence placed on record by both the parties.

7. I have perused the written arguments filed by the second party union Ex. U-49 as well as written argument Ex. C-33 filed by the first party. I have also gone through the rulings relied upon by both the parties.

8. Considering the oral and documentary evidence, I think it just and proper to narrate the admitted facts. The first party has not disputed that the workman Shri Verma has been appointed as a casual labour by calling names from Employment Exchange and after interviewing him. It is also not disputed that the workman Shri Verma is in employment as casual employee with the first party since September 1988 till today. I am saying so, because the first party themselves have filed zerox copy of documents annexed with list, Ex. C-19 which consists of agreement dated 29-6-1995 and thereby the first party has given undertaking to provide work to Shri Verma whenever work is available. The first party has no objection to exhibit the chart filed along with list, Ex. U-4 showing the working days of the workman Shri Verma since 1988 to November 2002. Same is annexed with list, Ex. U-4/1. In view of these admitted facts, I have to see as to whether the grievane of the second party union that the first party has committed unfair labour practice under Item 10 of the Fifth Schedule of the Industrial Disputes Act, 1947. I think it just and proper to reproduce the same :

> "To employ workman as "badlis", casuals or temporaries and to continue them as such for years, with the objet of depriving them of the status and privilages of permanent workman."

9. I have gone through the evidence of workman Shri Verma, UW-1 who has stated all the details of his appointment as well as nature of work done by him with first party. The first party did not dispute about the settlement which took place between the union and the management on 29-6-1995 and thereby first party gave an undertaking to give work to workman Shri Verma whenever work is available. UW-1 Hariprakash Verma has stated that the work which he was doing in the first party is of permanent nature and the same is available with the first party. It is his grievance that although work was available, first party did not provide work to him with a view to deprive him from the benefit of permanency. He has filed zerox copy of gate pass and the same are at Ex. U-30 to U-34. He has filed letters dated 20-2-2001, 21-2-2001, 23-2-2001, 26-2-2001 and 27-2-2001 issued by him to first party complaining of not allotting work even though work was available. Those letters are collectively exhibited as Ex. U-29. Considering his evidence, it appears that even though work was available, first party has not allotted said work to the workman Shri Verma.

10. From the evidence of UW-2 Satishkumar, it is clear that from time to time Shri Verma made grievance before him and he filed applications to first party to look after the grievance. He has stated about the agreement dated 29-6-1995. He has stated about the letters dated 23-7-2001 and 30-8-2001 issued by the Secretary Shri Sant to the first party regarding the grievance of workman Shri Verma and those letters are collectively exhibited at Ex. U-39. From his evidence, it appears that since before the raising of dispute, the workman Shri Verma has made complaint before the union and the General Secretary has put forth the said grievance before the management. From all the previous correspondence made by Shri Verma and the Secretary of second party union, it goes to show that even though work was available, the first party has not allotted work to the workman Shri Verma. I have gone through the muster-roll from January 1995 to August 2000 produced by the first party. After going through the same, it appears that the name of Shri Verma is recorded in the

muster-roll since the month of July 1995 to August 2000 and for every month, the first party has given work to him in between 13 to 15 days and not more. After going through the muster-roll, it appears that besides Shri Verma, the first party has employed other 8 to 9 employees as casual workers and first party has provided work to those employees on the days on which they have not allotted work to Shri Verma. This position is clear from the monthly salary book placed on record by the first party for the month of September 1992 to December 2002. From these documents, it can be very well concluded that the first party with intention not to give the benefit of permanency to the workman Shri Verma has given him work for only 15 days in a month and therefore, he could not complete 240 days continuous service in a year.

11. In the written argument, it has been stated that the action of the first party not allotting work to Shri Verma and allotting to other workman amounts to artificial break. I find substance in this contention, as the record reveals that the first party has employed other employees on the days on which work was not allotted to Shri Verma. Thus, the conduct of the first party that although they have appointed the workman Shri Verma as a casual workman by calling names from Employment Exchange and selected him after interview, continued him as casual worker since the year 1988 to 2002, certainly amounts to unfair labour practice under Item 10 of Fifth Schedule of the I. D. Act. This conduct of the first party is not warranted by law. The provisions of the Industrial Disputes Act are beneficial legislation and it is not expected from the employer to act in such manner to deprive the legal rights of the worker employed by him for running the industry.

12. The second party union has examined UW-3 G. Shekhar who has placed on record zerox copy of gate entry register for the month of April 2001, Ex. U-46 and Ex. U-47. It is the grievance of Shri Verma that on 20-4-2001 and 11-5-2001, he had been to first party and the first party refused to allot work to him even though he entered into the premises by obtaining gate pass. I have gone through the salary register for the month of April and May 2001 and it appears that on 20-4-2001 and 11-5-2001, even though Shri Verma remained present in the premises, the first party did not allot work to him. So, the grievance of the second party union that even though work was available, the first party has not given said work to Shri Verma appears to be proper.

13. The first party has examined CW-1 Narendra Dhavale, who has stated that as per Certified Standing Orders, they used to fill up permanent vacant post. He has stated that there is no provision under the Certified Standing Orders to make the employees permanent after completion of 240 days continuous service in a year and therefore, Shri Varma is not entitled to get the benefit of permanency. In cross-examination, he admits that the name of Shri Verma has been referred by Employment Exchange. Mrs. Wachasunder, learned Counsel for the first party has submitted that there is no provision in the Certified Standing Orders filed along with list, Ex. C-32 and therefore, Shri Verma is not entitled to get the benefit of permanency.

14. I have carefully gone through the said Certified Standing Orders and Clause 38 of the said Standing Orders runs as under :

> "Operation of Standing Order in derogation of any law :—
>
> > Nothing contained in these standing orders shall operate in derogation of any law applicable or to the prejudice of any right under an agreement, settlement or award for the time being in force or contract of service, if any, or custom or usage of the establishment."

In view of this clause in the Certified Standing Orders, it can be very well held that the provisions made in Clause 4-C of the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, are applicable to the case of the second party union. On this point, Mrs. Wachasunder, learned Counsel for the first party, has relied upon the ruling reported in 1996 I. C. L. R. 557-Bombay High Court-Voltas Ltd. K. D. Kochargaonkar & Anr. I have carefully gone through the ratio laid down in the said case law in which it has been held that, for the reasons pointed out by the Division Bench of the Bombay High Court in May and Baker, case 1991 II CLR 176, and by the Division Bench of the Karnataka High Court in the case of M. C. Raju, 1995 I LLJ 210, the provisions of Model Standing Order 4-C would not have automatic application to the establishment of the petitioner. The ratio in this case law is not applicable to the instant case at my hand, in view of insertion of Clause 38 in the Certified Standing Orders by the first party. So, I do not find any substance in the contention of Mrs. Wachasunder that the second party workman Shri Verma is not entitled to get the benefit of Clause 4-C of the Model Standing Orders.

15. Mrs. Wachasunder, learned Counsel for the first party has further relied upon following rulings reported in :

1. 1997 I C. L. R. 538—Calcutta High Court—Sarama Das & Ors. V/s. Superintendent, Durgapur Sub-Divisional Hospital & Ors;
2. AIR 1994 Supreme Court 1638—Madhyamik Siksha Parishad, U. P. V/s. Anil Kumar Mishra and others etc.;
3. 1995 I C. L. R. 385—Supreme Court—State of Orissa & Anr. V/s. Pyari Mohan Misra (Dr.).

16. I have carefully gone through the ratio laid down in the case law cited at Sr. No. 1 in which it has been held that :

> "Person does not have any legal right to be absorbed in service permanently only because he has worked as casual labourer for more than 240 days. Mere prolonged or continuous service does not ripen into regular service to claim permanent or substantive status. Regularisation of service is possible if legislation is made or statutory rule is framed or by way of policy decision of State which is not in conflict with any recruitment rules."

The facts of the case law are distinct from the facts of the case before me and therefore, the ratio is not applicable.

17. As regards the case law cited at Sr. No. 2, it is on the point of Section 25B of the I. D. Act, regarding regularisation of service. In this case law, it has been held that if posts are not sanctioned, the employee has no right to ask for regularisation of his service. It has been further held that attributing status of workman under Industrial Disputes Act to persons completing 240 days of work, not proper—Such duration of work does not create right to regularisation. So, Hon'ble Supreme Court set aside the direction of High Court issued for regularisation of services of such employees. In the instant case before me, it is not the case of the first party that there were no vacant posts of permanent employees. On the contrary, the witness examined by the first party has stated that they have issued advertisement for filling up permanent posts. So, the ratio laid down in this case law is not at all applicable to the instant case.

18. As regards the case law cited at Sr. No. 3, it is on the point of ad hoc appointment of respondent as Director of Fisheries. He was in continuous service on ad hoc basis for about five years. Government took policy decision to appoint IAS Officer to the post of Director of Fisheries. Respondent was then reverted as Joint Director of Fisheries. This order of reversion was challenged before the Administrative Tribunal and in appeal, Supreme Court set aside the Administrative Tribunal's order after observing that mere prolonged continuous ad hoc service does not ripen into a regular service to claim permanent or substantive status, since the Government had taken policy decision to appoint an I. A. S. the respondent was rightly reverted to the post of Joint Director. The facts of the case law are distinct and therefore, the ratio laid down in the said case law is not at all applicable.

19. UW-1 H. K. Verma has stated that considering his age now, he could not get any other job. He has stated that he received call of interview for the post of driver from M.S.E.B. and the first party has not issued experience certificate and therefore, he could not get the said job. To prove this, he has filed interview call received by him and the same is at Ex. U-45. Considering the age of Shri Verma coupled with the fact that he is in employment with the first party as casual worker since September 1988 till today, certainly goes to show that the first party has not given him the work for more than 15 days in a month with a view to deprive him from the legal rights i.e. of permanency.

20. In written argument, first party has submitted that the workman admitted in cross-examination that his appointment was as casual worker and therefore, he could not get benefit of permanency. It has been further submitted that the gate passes Ex. U-30 to U-33 placed on record by the second party go to show that the names of drivers of private tankers were written on gate passes and therefore, it could not be held that the first party has employed other employees in place of Shri Verma. It has been further submitted that in gate pass, Ex. U-34, it is Shri Verma who has written in his own handwriting that Savardekar refused to give him the work and so, it could not be relied. Mrs. Wachasunder has submitted that from the gate passes filed by the second party, it could not be held that although the work was available, first party has not allotted work to Shri Verma. I am unable to accept this submission only on the ground that the first party has taken very wise precaution by giving 15 days work to a casual worker since 1988 till today and therefore, certainly, this conduct on their part amount to unfair labour practice, with a view to deprive the benefit of permanency. Mrs. Wachasunder has further submitted that the workman Shri Verma has not completed 240 days continuous service in a year and therefore, he has no right to claim benefit of permanency. I am unable to accept this submission, as from the record, it appears that even though the work was available, the first party has not allotted the same and therefore, the conduct of the first party amounts to artificial break.

21. It is the case of the first party that the behaviour of the workman Shri Verma was not proper and he is not fit for regularisation. But it is pertinent to note that first party did not place on record any document in that regard to show that they have taken any action for misbehaviour of Shri Verma. Mere contention of the first party, without any proof in that regard, is not at all sustainable.

22. Having regard to the abovesaid discussion, coupled with the fact that the workman Shri Verma is in employment with the first party since September 1988 till today, certainly, it goes to show that he is in continuous employment with BPCL. I, therefore, answer Issue No. 1 in the affirmative.

23. As regards Issue No. 2, in view of finding on Issue No. 1; coupled with the conduct of the first party that they have only given 15 days work in a month to

Shri Verma since 1988 till today and even though the work was available, first party has not allotted the same to Shri Verma, amounts to artificial break and so, the workman Shri Verma is entitled to regularisation in service of BPCL. Considering the fact that the workman Shri Verma has caused more delay in raising the dispute, I think it just and proper to regularise his service from the date of publication of this Award. So, I answer Issue No. 2 accordingly.

24. Having regard to the above-said discussion and findings on Issue 1 & 2, the reference is required to be answered in the affirmative. So, I answer Issue No. 3 accordingly and in result, I pass the following order :

ORDER

1. The reference is answered in the affirmative.
2. The first party is directed to regularise the service of workman Shri Hariprakash K. Verma, from the date of publication of this Award.
3. No order as to costs.
4. Award be drawn accordingly.

V. G. INDHALE, Industrial Tribunal

नई दिल्ली, 4 मई, 2005

का. आ. 2001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उ. प्र. राजकीय निर्माण निगम लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली-II के पंचाट (संदर्भ संख्या 173/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-05-2005 को प्राप्त हुआ था।

[सं. एल-15012/5/99-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th May, 2005

S.O. 2001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 173/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure in the Industrial dispute between the employers in relation to the management of U. P. Rajkiya Nirman Nigam Ltd. and their workman, which was received by the Central Government on 03-05-2005.

[No. L-15012/5/99-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, REJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER :

Shri R. N. Rai

I. D. No. 173/99

In the matter of :

Sh. Dharamvir,
C/o Industrial Workers Union,
D-23, Gasta Housing Complex,
B-3, Paschim Vihar, New Delhi.

Versus

The General Manager,
U. P. Rajkiya Nirman Nigam Limited,
Jamia Nagar, New Delhi.

AWARD

The Ministry of Labour by its letter No. L-15012/5/99/IR(M) Central Government, Dt. 07-07-1999 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the General Manager, Uttar Pradesh Rajkiya Nirman Nigam Ltd.; Jamia Nagar, New Delhi in stopping from duty w.e.f. 14-11-97 to Shri Dharamvir, Ex-sweeper, engaged in their project of construction of ESIC Hospital and Residential Complex, Rohini, Delhi is justified and legal ? If not, to what relief the workman is entitled ?"

The Union has filed claim statement on behalf of the workman. It has been stated that the workman was employed in ESIC Hospital project at the post of Sweeper on consolidated salary of Rs. 1,700. The employer was not providing minimum wages and other legal facilities. That the record of the employee was quite good. The management has provided facilities and minimum wages to the other workmen on direction from Hd. Office but the workers who joined after the workmen were not provided any facilities and they were not paid equally.

It has been further stated that the management after taking eight years of service removed the workman and the workmen were paid the remaining wages at the interference of Labour Enforcement Officer. That the management shifted the workmen to other units when the present unit was closed. It has been said that the workman should be reinstated alongwith all the facilities and all the back wages. It transpires from the perusal of

the order sheet that after filing of the claim statement the workman has not turned up. The management has also not turned up. Several notices have been sent but none has turned up despite knowledge.

The claimant has not filed any affidavit to support his claim so he is not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the General Manager, Uttar Pradesh Rajikiya Nirman Nigam Ltd.; Jamia Nagar, New Delhi in stopping from duty w.e.f. 14-11-97 to Shri Dharamvir, Ex-sweeper, engaged in their project of construction of ESIC Hospital and Residential Complex, Rohini, Delhi is justified and legal.

The Award is given accordingly.

Date : 26-04-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 5 मई, 2005

का. आ. 2002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस का. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-I के पंचाट (संदर्भ संख्या 116/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-05-2005 को प्राप्त हुआ था।

[सं. एल-30012/101/97-आई. आर. (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2005

S.O. 2002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Oil & Natural Gas Corp. Ltd. and their workman, which was received by the Central Government on 05-05-2005.

[No. L-30012/101/97-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DLEHI

PRESIDING OFFICER :

Shri S. S. BAL.

I. D. No. 116/98

In the matter of dispute between :

Workman through Secretary,
O. N. G. C. Karamchari Union,
87-1/1, Balupur, Dehradun-248001. . . . Workmen

Versus

Director (P),
O. N. G. C. Limited,
Tel. Bhawan,
Dehradun-248001. . . . Management

APPEARANCES :

None for the workmen.

Shri S. Rakshit Proxy for A/R for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-30012/101/97-IR (Coal-I) dated 22-4-98 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Oil & Natural Gas Corp. Ltd., Dehradun in giving the Second upgradation to class IV employees of head quarter, Dehradun on completion of their 8 years services as adopted in Western region of the Corp. w.e.f. 1-1-92 is just, fair and legal ? If not, to what relief are the workmen of H. Q. entitled and from what date ?"

2. After receipt of the reference summons were issued to the workmen and to the management and in response to the summons the parties appeared and workman filed the statement of claim and management filed its written statement. Rejoinder was also filed. Perusal of the record shows that workman is not appearing since last so many hearings. Shri L. M. Nautyal, Secretary of the workman union last appeared for the workmen on 22-5-2001 and thereafter neither workman nor anybody on behalf of the workmen appeared for the last subsequent 19 or 20 hearings. He has not appeared today also despite last opportunity. It appears that the workman is not interested in prosecution of this case. Hence the workman is proceeded *ex parte*. No evidence has been adduced by the workman to show that the impugned action of the management-respondent in giving second upgradation to Class-IV employees of headquarter, Dehradun on completion of their 8 years services as on 1-1-94 instead of on completion of 6 years services as adopted in Western Region of the Corp. w.e.f. 1-1-92 has been adduced. The reference cannot be answered for want of evidence. Hence no dispute Award is accordingly passed. File the consigned to record room.

Dated : 28-4-2005 S. S. BAL, Presiding Officer

नई दिल्ली, 5 मई, 2005

का. आ. 2003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एयरवेज लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-I के पंचाट (संदर्भ संख्या 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-05-05 को प्राप्त हुआ था।

[सं. एल-11012/45/2002-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 5th May, 2005

S.O. 2003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2003) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Jet Airways Ltd. and their workman, which was received by the Central Government on 05-05-2005.

[No. L-11012/45/2002-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DLEHI

PRESIDING OFFICER :

Shri S. S. BAL.

I. D. No. 3/2003

In the matter of dispute between :

Sh. Rajeev Sharma,
S/o Sh. B. P. Sharma,
R/o X-166, Tagore Street,
Ram Nagar, Gandhi Nagar,
Delhi

Versus

Manager (HR),
Jet Airways India Pvt. Ltd.,
Terminal No. 1,
Palam Domestic Airport,
New Delhi-37.

PRESENT :

None for the workmen.

Shri Anil Bhatt A/R for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/45/2003-IR (Coal-I) dated 10-12-2002 has referred the following industrial dispute adjudication :—

"Whether the action of the management of Jet Airways Ltd. in terminating the services of Sh. Rajeev Sharma, ex-loader with effect from 27-11-96 is just, fair and legal ? If not to what relief is the workman entitled ?".

2. Sh. Anil Bhatt, A/R for management has filed an affidavit that the Claimant Sh. Rajeev Sharma had filed a Civil Suit before Hon'ble Sh. D. K. Sharma, Civil Judge, Delhi titled as Suit No. 60/2004. Sh. Rajeev Sharma *Vs.* Jet Airways (P) Ltd. which is pending for disposal in respect of pertaining to the subject-matter.

3. That the applicant/workman has filed a Civil Suit bearing No. 60/2004 captioned as Rajeev Sharma *Vs.* Jet Airways (P.) Ltd. which is pending for disposal in respect of pertaining to the subject-matter wherein the Claimant has claimed the same relief as in the present case. The perusal of the record shows that the workman is not appearing since last so many hearings as reflected in Order sheet dated 21-2-2005. It appears that the workman is not interested in prosecution of his case. Hence this case is dismissed for non-prosecution and a 'NO DISPUTE AWARD' is passed in this case.

Date : 11-4-2005. S. S. BAL, Presiding Officer

नई दिल्ली, 6 मई, 2005

का. आ. 2004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 48/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-20012/527/2000-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 6th May, 2005

S.O. 2004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2002) of the Central Goverernment Industrial Tribunal/Labour Court, Dhanbad-I as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 06-05-2005.

[No. L-20012/527/2000-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S. 10(1)(d)(2A) of I. D. Act.

Reference No. 48 of 2002

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. B. C. C. Ltd.

AND

Their Workmen.

PRESENT :

SHRI S. PRASAD, Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workman : Shri K. Chakravarty, Advocate.

State : Jharkhand Industry : Coal

Dated, the 29th April, 2005

AWARD

By Order No. L-20012/527/2000-IR (C-I) dated 4-4-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of Bihar Colliery Kamgar Union for regularisation of Sri Wakil Rewani in time-rated job by the management of Moonidih Project of M/s. B.C.C. Ltd. is legal and justified ? If so, to what relief the concerned workman is entitled and from what date ?"

2. Today (29-4-05) Shri K. Chakravarty, Advocate, appearing on behalf of the concerned workman submits that the concerned workman is not interested to contest the case. He has also files a petition duly signed by the concerned workman praying therein to pass a 'No Dispute' Award in this case.

3. In view of the prayer made on behalf of the concerned workman, I render a 'No Dispute' Award in the present reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 6 मई, 2005

का. आ. 2005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बैंगलोर के पंचाट (संदर्भ संख्या 74/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-43025/2/2005-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 6th May, 2005

S.O. 2005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 06-05-2005.

[No. L-43025/2/2005-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560 022.

Dated : 21st April, 2005

PRESENT :

SHRI A.R. SIDDIQUI : Presiding Officer

C. R. No. 74/1999

I Party	**II Party**
Shri C. Keshavan & 46 Others	The Personnel Manager,
Represented by D. Leelakrishnan (Advocate), No. 807, Jyothi, 5th Main Road, Vijayanagar, Bangalore-560040	BGML, Oorgaum Post, (Govt. of India Undertaking), K.G.F. 563120

AWARD

1. Writ Petition Nos. 23345 to 23413 of 91 were filed before the Hon'ble High Court by 69 Petitioners separately (hereinafter called the first party workmen)

seeking directions from the court against the Respondent/ Management (hereinafter called the Second Party), to absorb them as Fitters, Welders, Electricians, Disel Mechanics, Motor Mechanics etc. having regard to their qualifications, experience, post held by each of them in the various departments of the Second Party and to regularize their services and to extend to them the benefits like time scales of pay, increments, DA and other allowances, facilities and amentities etc. on par with other regular employees doing the same and identical work in the establishments of the Second Party Company.

2. The Hon'ble High Court by its order dated 16-4-1998 disposed of the aforesaid Writ Petitions by referring the dispute to this tribunal to be tried as a regular reference proceedings (falling upon the parties to appear before this tribunal to file their Claim and Counter Statement and to adduce evidence in support of their respective, claims). The observations of the Hon'ble High Court at paras 2 & 3 of the order made while disposing of the above said Writ Petitions run as under :

> "Para 2 : As noticed earlier, it was complained by Mr. D. Leelakrishnan, learned counsel for the petitioners, that even after the petitioners were employed, as many as 91 employees were recruited from outside and they were regularized. Mr. A.G. Holla, learned counsel or the respondent company, pointed out that these employees were employed in the mines and were existing employees since 1979 and as such, there has not been any violation of the rights claimed by the petitioners. In the facts and circumstances of the case, this issue be also decided by the competent Industrial Tribunal constituted under the I.D. Act to which it is agreed that the dispute be referred. In this case, there has been an interim order passed by this court as early as on 30-10-1991 directing that the petitioners shall not be terminated from service pending disposal of the Writ Petitions. The dispute being a matter being referred to be adjudicated by the competent Industrial Tribunal constituted under the I.D. Act, I feel this direction shall continue in force till the dispute stand terminated by passing an award after adjudication.
>
> Para 3 : Therefore, the dispute raised between the petitioners and the respondent company, namely, whether petitioners are justified in claiming that their services be regularized by the respondent employer and they be absorbed as full time employees and whether they be awarded wage parity invoking the principle of equal pay for equal work, shall be referred to the Central Government Industrial Tribunal-cum-Labour Court, Banglore for adjudication. Such of those petitioners who are still in service of the respondent will be first party, and the respondent be declared as Second Party. The first party may claim statements before the said Industrial Tribunal indicating their claims and setting forth their pleadings. The respondent—Second Party Company is free to file their statement of objections. After the claim statements and the statement of objections are filed, the disputes may be resolved after framing necessary issues. The parties are free to adduce evidence in support of their claim. Pending adjudication of the dispute, the petitioners shall not be terminated from service and shall be allowed to continue in service. As mentioned above, there is a claim made by the, Petitioners that ignoring their claims, nearly 91 employees were recruited by the respondent company to defeat their rights. This is a matter which has to be gone into and adjudicated after adducing evidence by the respective sides. The Petitioners may make an appropriate application in this behalf seeking adjudication and calling upon the respondent to produce relevant records so as to enable the tribunal to adjudicate the issue. There is a further claim made by the petitioners that they should be paid equal pay or equal work they are discharging. I do not know what is the salary attached to the persons similarly situated in the respondent Company. All that can be said is that the Petitioners will be paid the salary including increments, DA and other allowances on par with other regular employees doing the same incidental work as that of the petitioners by the respondent Company from this date. As to whether the Petitioners are entitled to arrears of salary on the same footing as they have now claimed is a matter from the date of filing the Writ Petitions, to be adjudicated by the Industrial Tribunal after adducing evidence by the respective sides. The disputes having been risen as early as in 1991, may be adjudicated within one year from the date of receipt of the record. The writ judgement will be forwarded to the Central Government Industrial Tribunal, Bangalore who, on receipt of the same, may issue notices to First Party and Second Party. The notice in respect of the first may be issued to Shri D. Leelakrishnan, Advocate, Bangalore, fixing the date of hearing. It is needless to say that the benefit of this order is confined only to those persons who are in service as on today and who are the petitioners before this Court. The Writ Petitions are disposed of as above."

3. Aggrieved by the above said order of the hon'ble High Court, the Second Party management preferred Writ Appeal Nos. 2186/93 and 2936-78/98 and their Lordship of Hon'ble High Court by their order dated 5-8-98 dismissed those appeals confirming the order passed by the single judge of the High Court in the aforesaid Writ Petitions.

4. Before this tribunal, both the parties have made appearance through counsels and have filed their Claim Statement and Counter Statement,

5. The case of the First Party workmen as made out in the Claim Statement to be concise and precise is that the Second Party Company Manages, various Gold Mines in KGF Area of Karnataka, Chikragunta and Biswanatham Mines Chittoor Dist and Ramagiri Mines in Ananthapur Dist. of Andhrapradesh. It also undertakes various mining projects all other the country through its projects division employing more than 8000 workers in these establishments; that in the management there are about 7000 permanent regular employees in various trades like Fitters, Electricians, Welders, Mechanics and Diesel Mechanics etc. and out of these about 1000 employees are called 'General Labourers'. The permanent employees enjoy the benefits of time scales of pay, DA and other allowances along with other facilities and amenities and their service conditions are revised periodically extending benefit to them but the First Party workmen although designated as General Labourers continuously from the dates they joined the service and discharging their duties and functions similar or identical to that of permanent employees have been singled out by the management denying them the various benefits, facilities and amenities extended to permanent employees doing similar work (various benefits and facilities are listed in para 5 of the Claim Statement); that the first party workmen have passed SSLC Examination and 2 years trade certificate courses in trades like Fitter, Electrician, Welder, Motor Mechanics, Diesel Mechanics etc. and have successfully completed one year practical training courses in reputed organizations and they are fully qualified and competent to discharge their duties sincerely and diligently in those trades. They are the workmen within the meaning of Section 2(s) of the ID Act entitled to Employees Provident Fund etc.; that the First Party have joined the services of the Second Party after having been duly sponsored by the Regional Employment Exchange, Kolar interviewed and selected as General Labour in different trades on a consolidated wages of Rs. 1400/- per month (list of 35 First Party workmen with their designation and dates of joining services with the Second Party are given in Para 8 of the Claim Statement); that the First Party workmen were issued with the appointment orders with unjust and unreasonable conditions of service opposed to Section 23 of the Contract Act for which they had no independent choice to refuse to sign on the duplicate copies of the appointment orders in token of acceptance of said conditions of service; that after the First Party workmen were appointed as General Labour, the Second Party wrote a letter to the Regional Employment Exchange, Kolar on 27-2-91 confirming their appointment as General Labour on adhoc basis with request to continue their registration until they are absorbed permanently, elsewhere. But the Regional Employment Exchange, Kolar closed their files as having appointed in the Second Party; that even though sufficient number of posts of General Labour and allied categories such as Fitters, Welders etc. are available to be filled on regular basis, the Second Party did not absorb or regularize the services of the First Party workmen despite many representations made by them to the Officers of the Second Party. The Second Party continued to pay them Rs. 1400 per month for several years which was far less than what was being paid to the regular employees doing the same and identical work. The Second Party exploited the First Party workmen systematically without extending the benefits of absorption and regularization so also equal wages for equal work being carried out by other regular employees in violation of Article 14, 16, 21, 39 and 300(a) of the Constitution of India; that the First Party workmen are entitled to be absorbed as Fitters, Welders, Diesel Mechanics, Electricians etc. in which post they have been working continuously for several years along with appropriate time scales of pay and allowances and other terms and conditions of employment on par with other employees doing same and identical work. Efforts of the first party to get the aforesaid benefits have failed on account of in-different attitude of the Second Party; that subsequent to the appointment of the First Party workmen, the Second Party appointed several persons as General Labour and regularized their services though they are far juniors to them which conduct of the Second Party is highly illegal and arbitrary. Therefore, the First Party workmen approached the Hon'ble High Court by filing Writ Petitions (noted above) and the matter came to be referred to this tribunal for disposal in accordance with law giving opportunities to the parties to participate in the proceedings with their respective claims. Therefore, the First Party workmen in their prayer column asked this tribunal to pass an award directing the Second Party to absorb them as Fitters, Welders, Diesel Mechanics, Motor Mechanics having regard to their experience and the posts in which they were actually working and to regularize their services, retrospectively, extending the benefits of regular scales of pay, increments etc. on par with the regular employees doing the same and identical nature of work in the establishment of the Second Party from the dates of their joining the service.

6. The Second Party by its Counter Statement while denying the Claim of the First Party workmen among other grounds contended that the Second Party Company at present has no mining activities and the uneconomic deep mines have been phased out in KGF area. It had undertaken 21 projects at peak time to diversify its activities which have been reduced to 3 in view of the fact that the employees were reluctant to move out of KGF etc. The Company was referred to BIFR under the SIC Act and was found unviable and BIFR recommended winding up of the company and the Central Government

permitted closure of the company and the closure order was set aside by the learned single judge of the Hon'ble High Court and when the matter was taken up in appeal, the order of the single judge has been stayed. In any event, no activities being carried on and there is no employment for regular employees and therefore, no relief can be given to the First Party workmen. While denying the contention of the First Party Workmen that the Second Party has got about 7000 permanent regular employees, it contended that at present manpower is only 3554. It contended that the permanent employees appointed against regular vacancies are paid as per the terms of the appointment and whereas the first party workmen since were appointed exclusively for temporary projects and contract work outside KGF on adhoc basis with consolidated wages for a period of one year or till the project is completed, cannot claim the benefit mentioned in the memorandum of settlement applicable to the regualr employees; that the first party workmen were appointed as General Labour and not as a skilled workmen, that too, on temporary basis and therefore, the question of absorbing them or regularizing their services on par with the regular employees, does not arise. In fact for regular employees also a Voluntary Retirement Scheme has been introduced to reduce the surplus man power; that the Second Party was about to terminate the services of the First Party workmen as per terms and conditions of the appointment as the work for which they were engaged was over but they approached the High Court and brought an ex-parte stay order against the proposed action as a result of which they have been continued in service. At para 11 of the Counter Statement, the Second Party denied that First Party workmen are working as Fitters, Welders etc. Contending that they were recruited on adhoc basis against temporary contract work in '989 and since there was reduction of contract work there is no scope to absorb their devices. Their services could not be terminated but for the stay order from the High Court even though their services were no longer required. In the result the financial position of the Second Party has been affected. At para 12, the Second Party denied that it is appointed several persons as General Labour, Juniors to them contending that in Chigaragunta Gold project in Andhrapradesh, 81 persons who were earlier working for mines construction and promotion work as Casuals/Contract employees for several years before the appointment of First Party workmen, have been considered for appointment against the vacancies in the said project, in pursuance to the understanding reached by the management with the Ramagiri and Chigaragunta Gold Mines Workers Union, therefore, they are not juniors to the first party workmen particularly when the First Party workmen were recruited against temporary projects outside KGF and not against the Chigaragunta Gold Mines where the said workers were engaged earlier to the First Party workmen. At Para 26, Second Party contended that the accumulated loss which was Rs. 94 crores as on 1992 when it was referred to BIFR, has gone up to 502 crores as on 31-3-2000. Therefore, there is no question of rehabilitation of the management company particularly when excess manpower is a major contributory factor for incurring losses. It further contended that the projects for which the First Party were recruited on adhoc basis having already been completed, their services are no longer required by the Second Party; that they have been continued service in view of the stay granted by the Hon'ble High Court. Therefore, their claim for absorption as permanent employees never arose and accordingly it is liable to be rejected.

7. In the light of the aforesaid contentions of the respective parties, the points to be determined by this tribunal would be :

1. Whether the claim of the First Party workmen for their absorption and regularization in service of the management company is justified,
2. Are they entitled to benefits like pay scale, increment, DA, other allowances and facilities of amenities etc. on par with the regular employees doing same and identical work with the establishments of management company as claimed, if so,
3. Are they entitled to arrears of salary from the date of filing of Writ Petitions till the date of passing of orders on Writ Petitions,
4. To what they are entitled for. Points are answered as per findings for the following reasons :

Reasons

8. Points 1 to 3 : They are taken up together being interrelated and interdependent.

9. One of the First Party workman namely A. Aloysius Marian S/o M.S. Doss filed his affidavit by way of evidence and in further examination chief got marked 13 documents at Ex. W1 to W13. On the part of the management one Mr. Issac said to be working as Assistant Personal Manager with the Second Party filed his affidavit by way of evidence and in his further examination chief got marked 3 documents at Ex.M1 to M3. In their respective affidavits both the witnesses have almost reiterated their respective contentions in their Claim Statement as well as Counter Statement and therefore, need not be brought on record. Statement of WW1 in his cross examination is as under :

> "For the last 2 to 3 years there are no mining activities with the Respondent/Management. It is true that one Biswanatham and Chigargunta Gold Mines are located in Andhra Pradesh. It is true to say that earlier the Second Party had undertaken 21

projects at the peak time to diversify the activities. It is not true to say that those projects were reduced to 3 projects.

It is true that there has been recommendation of BIFR for winding up of the Management company. It is true that the Central Government has given approval for closure.

It is true that my initial appointment was for the period of one year. As per the terms of appointment it was for exclusively for temporary projects and contract work outside the KGF. It is true that I was appointed as General Labour.

It is not true to say that at no point of time, I requested the management to regularize my services, in writing. I have not produced any record or having made such a request.

As per the terms and conditions my services were liable to be terminated after one year period, but they were not terminated. It is not true to say that management could not terminate my services as I approached High Court and ex-parte stay order."

10. Statement of MW1 in his cross examintatin is as follows :

"I have been working in the management for the last 28 years. It is true to suggest that to my knowledge there has been no retrenchment of any of the Staff Members of any employee of the Management on the ground of surplus staff. Ist party workmen were doing a General Labour work. A permanent employee working under the management are interchangeable from mine to mine on project to project as per service condition rules".

11. Documents marked for the first party workmen are as under :

1. Copy of Press notification No. Advertisement Staff-48/88-89 dated 8-2-1989 inviting applications for filling up of 100 posts of General Labour underground by the Second Party, marked and shown as Annexure A.

2. Interview Card sent to Shri C. Kesavan one of the first party, bearing Ref. No. PD/ADM/E/RCC/CL (Ad hoc) Staff No. 48/89-90 dated 4-5-1989 marked and shown as Annexure-B (Original).

3. Letter. No. PD/APM/E/RCT/Staff-48/GL-Ad hoc/89-90 dated 12-7-1989 appointing Shri Nagaraj one of the first party as General Labour underground on ad hoc basis to P&C work-marked and shown as Annexure-C (Original).

4. Post Card dated 29-5-1990 sent by the District Employment Officer, Kolar, to Shri A. Aloysius Marian, one of the first party communicating cancellation of Employment Registration No. 1539/82 marked and shown as Annexure-D (Original).

5. Copy of Memorandum bearing No. PD/OE-F-16/90-91 dated 13-02-1991 issued by the second party regarding payment of daily allowance and project allowance to various categories employees working in project and contract division of second party management marked and shown as Annexure-E.

6. Copy of Memorandum No. BGML/TMD/128 dated 2-6-1992 transferring a few first party workmen from Turmdih Project to Zawar Project. Marked and shown as Annexure F.

7. Copy of Memorandum No. BGML/TMD/6/397 dated 2.6.1992 posting a few first party workmen to headquarters at Kolar Gold Fields—marked and shown as Annexure-G.

8. Copy of Memorandum No. P&C/M-85/95-96/846 dated 16-11-1995 addressed by the second party officer to the officer in charge, Head Leaching Plant to retain 5 first party workmen at Heap Leaching plant and posting 4 first party workmen to work at Nundydroog Mill—Marked and shown as Annexure-H.

9. Copy of Memorandum No. HLP/98-99/130 dated 24-6-1998 sent by Asst. Manager (Mill) of the Second Party to the Officer-in-charge, P&C unit to retain the LTI ad hoc employees at Heap Leaching Plant for maintenance and process work—marked and shown as Annexure-I.

10. Copy of Memorandum No. NWS/98-99/213 dated 23-6-1998 sent to the Accounts Officer, P&G by the Acting Chief Engineer (Wagon & Design) of BGML, expressing inability to release a few first party wirkmen at Nundydroog Workshope—marked and shown as Annexure-J.

11. Copy of Memorandum No. P&C/M-46/98-99/864 dated 4-3-1998 addressed to the Chief Engineer, BGM Central Transport Department, KGF requesting to release 4 ITI ad hoc General Labour from Central Transport Department at KGF to P&C department marked and shown as Annexure-K.

12. Copy of service certificate No. BGML/NWP/VIII (14)/93-94/561 dated 20-12-1993 issued

to the first party workmen S. Nagaraj, PE No. 811719 having worked as fitter in Turamdih and Narwapahr project of M/s. Uranium Corporation of India Ltd. marked and shown as Annexure L.

13. Copy of service certificate No. BGML/NWP/ VIII (2)/97-98 dated 1-5-1997 issued by the officer-in-charge, BGML contract work, Narwapahr Project to V. Sridhar, PE No. 812260 ITI ad hoc employee having worked as Diesel Mechanic/Bankman at Turmdih/ Narwapahr Project of M/s. Uranium Corporation of India Ltd.—marked and shown as Annexure-M.

14. Copy of letter No. PD/APM (E)/MT/RCC/ CGP/89-90/3815 dated 23-1-1990 sent by the Asst. Personnel Manager (Est.) of the Second Party to the Employment Officer, District Employment Exchange, Chittor District, A.P. requesting to sponsor candidates for filling up the post of General Labour on temporary basis—marked and shown as Annexure-N.

15. Copy of the memorandum of settlement arrived at between the second party management and their workmen represented by BGM Labour Association with regard to Revision of Wages, fixing pay scales to various categories of employees etc. marked and shown as Annexure-O.

16 Copy of Standing Order of BGML certified under the Industrial Employment Standing Order Act, 1948—marked and shown as Annexure P.

12. Documents marked for the management are as under :

1. Appointment letter dated 17-1-1990.

2. Service Records of 46 employees.

3 Project Closure orders (5) Marked as Ex.M1.

4. Wage revision of memorandum of settlement for the year 1989 applicable to permanent employees marked as Ex.M2.

5. Closure order dated 29-1-2001 marked as Ex.M3.

13. I would like to refer to the above said oral and documentary evidence in my discussion, hereinafter, as and when found relevant and necessary. Learned counsel for the Second Party Shri ASB vehemently argued that undisputedly the appointment of first party workmen was on ad hoc basis on a consolidated salary to the various projects and contract work initially for a period of one year or till the completion of the project work and therefore, they cannot claim the right of absorption in service so also regularization of their services on par with other regular employees irrespective of their nature of work. He submitted that first of all the mining activities in the management company have come to standstill and its closure has been recommended by BIFR and therefore, the Central Government accordingly has permitted its closure. This closure order was set aside by Single Judge of the High Court and in appeal that order has been stayed. His next contention was that the first party workmen having been appointed on temporary projects and contract work and those projects and contract work having been completed, their services are liable to be terminated as per the terms and conditions of the appointment order but they have been continuing in service by getting interim stay order from the Hon'ble High Court by filing the aforesaid Writ Petitions. Therefore, learned counsel submitted that since there is no mining work and contract work since have been completed, there is absolutely no scope to take back the first workmen in service or to continue their services particularly when their services were liable to be terminated in the light of terms of the Appointment Order. As far as the contention of the first party workmen that the management recruited about 91 employees subsequent to their employment and regularized their services defeating the right of the first workmen, learned counsel submitted that this fact has not been proved by the first party workmen as the burden of proof was cast upon them.

14. Whereas, the learned counsel for the first party workmen submitted his Written notes of arguments as well as advanced his oral arguments, his main contention was that though the first party workman was appointed as General labour on a consolidated salary, they have been continued in service doing skilled work of Fitters, Welders, Electricians, Mechanics etc. which work also is being carried out by regular employees and therefore, the services of the first party workmen should have been regularized by way of absorption extending them all the benefits available to the regular employees doing same and identical work. He submitted that condition in apointment orders for a period of one year has lost its significance and relevance after the first party workmen completed one year service and continued to be in the service of the management in different projects being transferred from one place to another without termination of their services. Therefore, as on the date of filing of the Writ Petitions when they were in the service of the Second Party after having completed service of more than one year they were entitiled to all the benefits which were extended to the regular employees doing similar and identical work. He submitted that taking into consideration this aspect of the case, the Hon'ble High Court in their Writ Petitions directed the management to continue their services providing them all the benefits available to the regular

employees till the dispute gets finally adjudicated upon by this tribunal. He submitted that as per Section 3 Sub clause© of the Standing Orders of the management, even the temporary workmen who have completed services of 240 days or more in a particular calendar year shall be entitled to the privileges and benefits available to the permanent workman and therefore, those benefits cannot be denied to the first workmen. Particularly when they had been selected after due interview, their names being sponsored through Employment Exchange and were taken in service against the sanctioned vacancies. Learned counsel in support of his arguments cited the decisions reported in AIR 1992 SC 677 Karnataka State Private College Staff Gap Lecturers Association *Vs.* State of Karnataka & Others, 2000 LAB IC 1000, Allahabad High Court Shri Mukesh Chandra *Vs.* State of U.P. and Others and 1999 LAB IC Gujarat High Court page 2885.

15. It is on record that the first party workmen and few others having filed the above said Writ Petitions before the Hon'ble High Court in the year 1991 obtained Interim order on 30-10-91 against the management not to terminate their services pending disposal of those Writ Petitions. His Lordship of Hon'ble High Court in the aforesaid order passed on Writ Petitions maintained the above said order allowing the petitioners to continue in service till the disposal of the proceedings on hand by this tribunal by passing an award after due adjudication. Therefore, now the question to be determined by this tribunal would be "as to whether as on the date the first party workmen filed the Writ Petitions, their claim for absorption and regularization in service of the management is justified ?"

16. As could be read from Para 8 of the Claim Statement, except the workmen at Sr. No 1, 5, 7, 10, 11, 14, 17, 23, 26, 29 and 32 who joined the services of the management in the month of January 1990, others have joined the services of the management in the month of September and October 1989. Therefore, as on 30-10-91 when the first party workmen obtained interim stay order against the management to be continued in service, some of the workmen who joined the services in the month of January 1990 had completed service of more than one year and nine months and some of the workmen who joined the service in the month of September and October 1989 had completed service for a period of about 2 years. Therefore, the question arises as to whether the first party workmen having put in service with the management for the aforesaid period have got a right to be absorbed or to be regularized in service of the management for which they filed the aforesaid Writ Petitions. It is the case of the first party workmen that they having been put in service for the above said period and for having worked as Welder, Fitter, Electricians, Mechanics etc. Which job was being carried out also by the regular permanent workers, they are entitled to be absorbed in regular service. It is their case that since their services were not terminated after completion of a period of one year as per one of the terms of the appointment order, terms and conditions of the appointment order will loose its significance and importance and they cannot be terminated subsequent to the period of one year.

17. Whereas, it is the case of the management that as per the terms and conditions of the appointment order one of them marked on behalf of the first party workmen themselves at Ex.W3, they were appointed purely on temporary basis for a period of one year or upto the completion of the project work and contract work for which they are engaged whichever is earlier (vide term No. 1).

18. It is the further case of the management that after the completion of the project and contract work when the management was about to terminate the services of the first party workmen, they approached the Hon'ble High Court and got interim stay order in their favour and on the basis of the said stay order they have been still continued in service. It is further contended that their services cannot be absorbed or regularized on account of stoppage of mining activities resulting into the order of the closure of the management company by the Central Government dated 29-1-2001 marked as Ex.M3 and also for the reason that the management is already suffering from surplus manpower and heavy financial losses which fact is not disputed and also cannot be disputed by the first party workmen.

19. Looking into the records, I find substance in the arguments advanced for the management in raising the above said contentions. As per condition No. 1 of the appointment order at Ex.W3 dated 11-7-89, the appointment of the first party workmen as General Labourer was purely on temporary basis for a period of one year or up to the completion of the project or contract work for which they were engaged. This fact is not disputed by the first party workmen and in fact as noted above, it is the appointment order issued in favour of one of the first party workmen relied upon by themselves marked at Ex.W3. In his affidavit MW1 has stated that the management had undertaken 21 projects at the peak time and now it is left only with 3 projects rest of them being completed. There was absolutely no suggestion made in his cross examination on behalf of the first party workmen disputing the said fact. However, one of the first party workmen namely, WW1, though admitted first part of the contention of the management that it had taken 21 projects at the peak time but denied the other part to say that now the projects are reduced to 3 in number. In fact in his affidavit WW1 nowhere stated that the management has got sufficient projects with sufficient work for the first party workmen. Even otherwise when the services of the first party workmen were engaged on ad hoc basis for a

prescribed period of one year or up to the completion of the project work, the first party workmen cannot put forth claim for absorption or regularization of their services once for all. Even if some of the projects are still with the management, services of the first party workmen are liable to be terminated on the completion of those projects. The contention of the first party workmen that since their services have not been terminated on the completion of one year period of service and therefore, hence afterwards also their services are not liable to be terminated, stands to no logic. When the above said term in the appointment order itself is clear on the point that they can be continued in service till the completion of the project and contract work or for the period of one year which ever is earlier. There appears considerable force in the arguments advanced by the management that but for the stay order obtained by the first party workmen, their services would have been terminated by the management on the completion of the project and contract work. It is again not in dispute that mining activities of the management company has come to stand still and there has been a closure order issued by the Central Government after the matter was referred to BIFR/AIFR, Ministry of Labour and that closure order came to be passed w.e.f. 1-3-01. This fact has been very fairly admitted by WW1 in his cross examination referred to supra. Therefore, here again we find force in the submission made by the management that on account of stoppage of the mining activities in the company and the above said closure order passed by the Central Government, it will not be possible for the management to absorbed the services of the first party workmen even if for a moment, the terms and conditions of the appointment order are ignored. The contention of the management that although there were about 7000 employees on its roll but their strength has been reduced to 3554 under the Voluntary Retirement Scheme right from 1992 onwards and the averments on the said point made in the affidavit of MW1 have remained unchallenged and undenied on behalf of the first party workmen in his cross examination. There was absolutely no suggestion made by MW1 denying the above said fact. The avernments in his affidavit at para 25 that the management company suffered heavy financial losses to the tune of Rs. 94 crores as on 1992 and therefore, the matter was referred to BIFR and by the time closure order was passed the loss went up to 502 crores have again remained uncontroverted and undenied in statement in his cross examination on behalf of the first party workmen. No suggestion was made to MW1 on this aspect of the case.

20. The next important contention raised by the first party workmen in the Claim Statement was to the effect that the management appointed several persons as General Labour and regularized their services in the company establishment even though they are far juniors to them and therefore, this act of the management amounts to discrimination against the first party workmen, much less, arbitrary and capricious. From the reading of orders of the Hon'ble High Court on the above said Writ Petitions it is found that the first party workmen had taken specific contention saying that as many as 91 employees were recruited from outside and they were regularized in preference to their claim whereas, in the claim statement the first party have not given out the number of employees recruited by the management. On the other hand it is the case of the management that about 81 employees who were in the services of the management as casuals/contract employees earlier to the appointment of the first party workmen that too, in Chigaragunta Gold Project located in Andhra Pradesh were absorbed in service on regular basis when the mines was commissioned there. The averments made by MW1 on this aspect of the case in his affidavit at para 11 of his affidavit have against gone undisputed in his cross examination for the first party workmen. That apart no attempt was made on the part of the first party workmen to substantiate before this tribunal the above said contention taken by them. Therefore, in the light of the above, the claim of the first party workmen for absorption and regularization of his services deserves to be rejected. Their claim for the above said relief not only must fail in the light of the terms and conditions of the appointment order itself but also for the other various reasons assigned in the above discussion.

21. Principle laid down in their Lordship of Supreme Court in the decision referred to supra cited on behalf of the first party, in my opinion instead of helping their case will go against them as far as the question of absorption and regularization of their services. At para 5 of the said decision in the last few sentences their Lordship observed as under :

> "A temporary or ad hoc employee may not have a claim to become permanent without facing selection or being absorbed in accordance with rules but no discrimination can be made for same job on basis of method of recruitment. Such injustice is abhorring to the constitutional scheme".

22. Similarly the principle laid down by his Lordship of Allahabad High Court reported in 2000 LAB IC 1000 is of no help to the first party workmen firstly for the reason that facts involved in the said case are very much different from the facts in the instant case. Moreover, in the said case also Petitioner was ordered to be reinstated in service till regular selection were held, he being taken in service by the management concerned to continue as a Clerk till regular selection was made.

23. Now, the next question to be considered would be "whether the claim of the first party workmen to get all the benefits, facilities and amenities on par with regular employees doing the same and identical work, based on theory of equal pay for equal work is justified or not". The fact that the first party workmen were carrying out

the work in different capacities such as Fitters, Welders, Mechanics etc. which work also was being carried out by the regular employees of the management has not been very much disputed on behalf of the management. The averments made in the affidavit at para 14 WW1 speaking on the said fact have remained uncontroverted and unchallenged on behalf of the management. Not a single suggestion was made to WW1 in his cross examination denying those averments. That apart as per Condition No. 8 of the appointment order appointment of first party workmen shall be *inter alia* governed by the standing orders of the company, which are in force. The standing orders of the company have been marked by the first party workmen at Ex.W13. Section 3(a, b & c) of the standing orders read as under :

"Classification of workmen :

a. 'Workmen' shall be classified as follows :

i. Permanent Workmen

ii. Temporary Workmen

iii. Apprentices or Trainees

iv. Probationers; and

v. Casual

b. A permanent worman is one who is employed by the employer against a permanent post.

c. A 'temporary' workman is a workman who has been engaged for work, which is of an essentially temporary nature likely to be finished within a limited period. The names of such workmen shall be entered in a separate register. If any temporary workman puts, in an attendance of 240 days or more during a period of one year, he shall be entitled to the privileges and benefits accruing to the permanent workman."

24. Therefore, according to the clause 'c' of the said section, "a temporary workman doing a temporary nature of work likely to be finished within a limited period, if puts in an attendance of 240 days or more during a period of one year, he shall be entitled to the privileges and benefits accruing to the permanent workman". It is not disputed and cannot be disputed that the first party workmen have put in service of more than 240 days during a period of one year working under the management on the basis of the aforesaid appointment orders. When the above said provision in the Standing Orders is very much clear on the point, then, the first party workmen cannot be denied the privileges and benefits available to the permanent workmen they having fulfilled their requirements of above said provision in the Standing Orders. Their Lordship of Supreme Court in the aforesaid decision cited on behalf of the first party workmen at Para 5 had laid down the principle that irrespective of the fact whether the appointment is temporary or permanent keeping in view the nature of work being same, there cannot be any justification in paying fixed salary by adopting a different method of payment than regular Teacher (Petitioner was appointed as a Teacher on Temporary basis). The principle laid down at Para 5 of the said decision are as under :

"Para 5 : Another obnoxious part is the emoluments that have been paid to the temporary teachers. The order provides that the teacher shall be paid a fixed salary which is ten rupees less than the minimum payable to regular employee. This method of payment is against beyond comprehension. An appointment may be temporary or permanent but the nature of work being same and the temporary appointment may be due to exigency of service, non-availability of permanent vacancy or as stop gap arrangement till the regular selection is completed, yet there can be no justification for paying a teacher so appointed, a fixed salary by adopting a different method of payment than a regular teacher. Fixation of such emoluments is arbitrary and violative of Article 14 of the Constitution. The evil inherent in it is that apart from the teachers being at the beck and call of the management are in danger of being exploited as has been done by the management committees of State of Karnataka who have utilized the services of these teachers for 8 to 10 years by paying a meager salary when probably during this period if they would have been paid according to the salary payable to a regular teacher they would have been getting much more. Payment of nearly eight months salary by resorting to Clause 5, and that too fixed amount, for the same job which is performed by regular teachers is unfair and unjust. A temporary or ad hoc employee may not have a claim to become permanent without facing selection or being absorbed in accordance with rules but no discrimination can be made for same job on basis of method of recruitment. Such injustice is abhorring to the constitution."

25. Therefore, when we go by the aforesaid principle of law laid down by their Lordship of Supreme Court and the above referred provisions of standing orders of the management company, it is very difficult to appreciate the contention of the management that the first party workmen cannot be extended the benefits, facilities and amenities which were available to the regular/permanent employees of the management. It is not in dispute that initially consolidated salary of Rs. 1250 per

month was fixed while appointing the first party workmen and that has been increased to Rs. 1400 per month subsequently. Such a fixed payment would not have been made to the first party workmen when they discharged the work similar and identical to the work being carried out by the permanent employees. As per the directions of the Hon'ble High Court in the aforesaid order of Writ Petitions, from the date of the said award, the first party workmen are being paid salary including increments; DA and other allowances on par with other regular employees and they continue to receive the same as on to date and since the first party workmen have been denied the above said benefits, they shall be entitled to the same from the date of filing of the Writ Petitions till the date of order of Hon'ble High Court passed on Writ Petitions. Now, the next question to be considered would be "as to who are all the petitioners (first party workmen) in those Writ Petitions who can get benefit of the arrears of the emoluments from the date of filing of the Writ Petitions till the date of passing of the orders on those Writ Petitions". As per orders of the Hon'ble High Court these benefits will confined only to those persons who are in service as on the date of the said order and who are the petitioners in the said Writ Petitions. Before this Tribunal in all 46 first party workmen have made appearance through counsel and claim statement has been filed through their counsel. It is not in dispute that these 46 first party workmen were among the 69 Petitioners in the above Writ Petitions and that they were also in the service of the management as on the date of the order passed on those Writ Petitions. Therefore, the benefits of arrears shall be available to all the first party workmen before this tribunal. Accordingly the reference is answered and following award is passed :

AWARD

The management is directed to make payment of arrears of salary including increments, DA, Allowances etc. to the first party workmen on par with other regular employees doing the same and identical work as that of first party workmen from the date of filing of the Writ Petitions till the date of orders on the Writ Petitions. The claim of the first party workmen for absorption and regularization of their services stands rejected. The management is at liberty to take appropriate legal action against the first party workmen in terms of their appointment orders. No order to cost.

(Dictated to PA, transcribed by her, corrected and signed by me on 21st April 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 मई, 2005

का. आ. 2006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी इन्टरनेशनल एयरपोर्ट आथोरिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नई दिल्ली संख्या-2 के पंचाट (संदर्भ संख्या 114/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[सं. एल-11012/17/93-आई आर (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 6th May, 2005

S.O. 2006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-No. 2 as shown in the annexure, in the Industrial dispute between the employers in relation to the management of Indira Gandhi International Airport Authority and their workman, which was received by the Central Government on 10-05-05.

[No. L-11012/17/93-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT -II,

RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. Rai.

I. D. No. 114/99

In the matter of :

Smt. Sita Devi,
W/o. Shri Srikant,
C/o. Airport Employees Union,
3, VP. House,
Rafi Marg, New Delhi.

Versus

1. M/s. Sparkling Enterprises,
Indira Gandhi International Airport Authority
Cargo Complex,
Terminal—II,
New Delhi-110037

2. Indira Gandhi International Airport Authority,
Through its,
Chairman-cum-Managing Director,
Cargo Complex, Terminal-II,
New Delhi-110037.

AWARD

The Ministry of Labour by its letter No. L-11012/17/93-IR (Misc) CENTRAL GOVERNMENT DT. 07-05-1999 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the termination of service of Smt. Sita Devi employed by M/s. Sparkling Enterprises, Contractor engaged by International Airports Authority of India w.e.f. 04-05-1993 is justified ? It not, to what relief Smt. Sita Devi is entitled ?"

The claimant has filed statement of claim. In the statement of claim, it has been stated that the management No. 2 illegally and arbitrarily adopted the practice of appointing employees on the post of sweeper through contractors despite the fact that the Central Government had already issued a prohibitory notification under Section 10(1) of the Contract Labour (Regulation and Abolition) Act 1970 on 9-12-1976 which came into force in January 1977.

That the claimant workman was also appointed as a sweeper with effect from 1st may 1985 and her last drawn salary was Rs. 1809 per month. It is stated the workman was issued identity card-cum-entry permit by the management No. 2. However, as stated above the management No. 2 in order to avoid giving legal benefits to its employees like the claimant workman used to declare them appointed through fake contractors namely M/s Sparkling Enterprises, M/s R.K. Jain, M/s Walia and sons etc. It is stated on behalf of the workman that at the relevant time the contractor agency operating was said to be the management No. 1.

That the performance of the claimant workman was upto the mark and there was no complaint whatsoever either regarding her work or conduct. That since the Central Government had already prohibited the appointment of sweepers through the contractors under the provision of Section 10 of the Contract Labour (Regulation and Abolition Act 1970, the claimant workman was in fact the employees of the management No. 2 as she was performing her duties in the permises of management No. 2.

That the Hon'ble Supreme Court of India in "Gujarat Electricity Board Thermal Power Station, Ukai, Gujarat Vs. Hind Mazdoor Sabha and others reported in JT 1995 (4) SC 264 has held that the Contract Labour is entitled for declaration of his status qua his employer.

That in the present case also the appointment of contract labour in respect of sweeping, cleaning and dusting etc. has been prohibited by the appropriate government. Therefore any appointment made on these posts is contrary to Section 10 of the Contract Labour (Regulation and Abolition) Act 1970 as well as contrary to the notification issued by the Central Government on 9-12-1976. Therefore, the claimant workman is entitled to raise an industrial dispute in respect of her status qua the management No. 2.

That in violation of the Section 10 of the Contract Labour (Regulation and Abolition) Act 1970 the management No. 2 was making deduction in the payment of wages and bonus. In that reference the workman became an active member of the union but the management No. 2 continued to avoid the payment of earned wages. As such the management No. 2 did not pay the wages for the month of April and March 1993. It is stated on behalf of the claimant workman that on demanding the same her services were illegally and arbitrarily terminated on 1-3-1993. Before termination of her services the workman was neither given any notice nor paid any compensation in lieu of the notice. Thus her services were terminated in contravention to provision of section 25-F of the Industrial Disputes Act 1947.

That the claimant workman raised Industrial Dispute and filed claim before the conciliation officer where the management No. 2 agreed on 2-3-1993 to take her back on duty on 4-3-1993. It is further stated on behalf of the workmen that she was beaten up on 5-3-1993 and was again taken back on duty on 15-3-1993. However, her services were again terminated on 4-5-1993. Before terminating her services the management also did not pay her the earned wages for the months of March, April and May 1993.

That the appropriate government vide its order No. F. 11012/17/93-IR (Misc) dated Nil refused to refer the Industrial Dispute to Labour Court for adjudication on the ground that the workman was not appointed by the management of International Airport Authority.

That the claimant workman challenged the order of the appropriate Government before the Hon'ble High Court of Delhi by way of CWP No. 456 of 1996. It is stated that the Hon'ble High court was pleased to direct the Government to refer the dispute to competent court for adjudication.

That the claimant workman also sent a demand notice vide Regd. AD Post on 20-5-93 demanding her reinstatement with full back wages and continuity in service. That the action of the management no. 2 is illegal, arbitrary and unjustified. It is stated that the workman was appointed to the post of sweeper as a contract labour despite the prohibitory notification. Moreover, her services have been terminated in contravention to section 25(F) of the Industrial Disputes Act, 1947.

That the Hon'ble Supreme Court of India in Air Statutory Corporation etc. Vs. United Labour Union and others etc. reported in SLR Vol. 116 1996(6) page 233 has held that the appropriate government is the Central

Government and is empowered to issue notification. The Honb'le Supreme Court was also pleased to hold that it is necessary to recapitulate that on abolition of contract labour system by necessary implication the principal employer is under statutory obligation to absorb the contract labour. The linkage between the contractor and the employee stood snapped and direct relationship stood restored between the principal employer and the contract labour as its employees. Considered from this prespective all the workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant. It is stated that the management No. 2 has already issued appointment letters to its about 400 contract workers in terms of the aforesaid judement.

That the management No. 2 pursuant to the aforesaid judgement issued a circular No. AAD/PERS/ 38(1)/92 dated 17-4-1998 under the signature of Sh. Harvans Kumar, Airport Director. In the said circular the management No. 2 warned its all contract labour not to fall prey to certain touts as the management has already started procedure of regularisation of services of the workers employed through contractors for performing the work of cleaning, dusting, sweeping etc. in the same circular it has also been informed that the management no. 2 has already issued appointment letters to about 400 employees and the process of issuing appointment letters to remaining workers is being given top priority.

That the claimant workman is also entitled to be absorbed by the mangement No. 2 but she is suffering a great deal of hardship as her services were terminated illegally and arbitrarily. From the date of her illegal termination she has been pursuing the remedy before the labour department. However, now the appropriate governement has referred the matter to this Hon'ble Tribunal.

That the workman is still unemployed as she has not yet been able to get any alternative job despite her best efforts.

The management has filed written statement. In the written statement, it has been stated that the claimant workman was never employed by the answering management and as such there is no relationship of employer and emplyee between the claimant workman and the answering management and as such the claim of the claimant workman is not maintainable and as such the same is liable to be dismissed.

That the claimant workman has stated in her statement of claim that she was workman of the management No. 1 through whom she was working in the premises of the answering management. It is also the case of the claimant workman that her services were terminated by the answering management which shows the malafide on the part of the claimant workman in filing the present statement of claim and as such the same is liable to be dismissed.

That the contract of the management No. 1 was completed in the year 1993-94 and it might be that the claimant was working with the management No. 1 but the answering management has no knowledge of the same as the contract of M/S Sparkling Enterprises was completed long back in the year 1993-94 and her services might have been terminated by the said contractor and as such if the claimant workman has any grievance that can be only against the said contractor as such the claim of the workman is liable to be dismissed. The answering management reserves its right to file the amended/ additional reply to the statement of claim of the claimant workman on coming to know the additional facts. It is denied that the answering management had appointed as a sweeper with effect from 1st May 1985. It is denied that the answering management in order to avoid giving legal benefits to its employees used to declare them appointed through fake contractors. It is pertinent to mention here that the contract of M/S Sparkling Enterprises was completed during 1993-94 and the record of the workmen employed by them is not available with the answering management as the grievances of the claimant workman pertains to 1993 and the answering management reserves its right to file an amended/additional rely to the staetement of claim of the claimant workman when the additional facts comes to the knowledge of the answering management.

It is submitted that the claimant workman was never under/in the employment of the answering management and as such there was no occasion for any complaint from the answering management regarding the performance work or conduct of the claimant workman.

It is denied that the claimant workman was employee of the answering management or she was performing the duties in the premises of the answering management. It is pertinent to mention here that the contract of M/S Sparkling Enterprises was completed in 1993-1994 and as such whether the claimant workman was working with M/S Sparkling Enterprises or not in the knowledge of the answering management and as such the answering management reserves its right file an amended/additional reply to the statement of claim of the claimant workman when the additional facts comes to the light of the answering management.

It is denied that the claimant workman is entitled to raise an industrial dispute in respect of her status qua the answering management. It is submitted that the claimant workman was never in the employment of the answering management and as such the question of any deduction by the answering management in the payment of wages and bonus to the claimant workman did not arise.

It is submitted that the answering management is not aware whether the claimant workman was active member of any union or not. It is denied that the answering management continued to avoid the payment of earned wages or did not pay the wages for the month of April and March 1993 or the services of the claimant workman were illegally and deliberately terminated on 1-3-93 in view of the foregoing avements. It is submitted that as the claimant workman was not in the employment of answering management, the question of giving any notice or paying any compensation in lieu of notice by the answering management, the question of terminating the services of the claimant workman in contravention to provisions of Section 25 of the ID Act, 1947 does not arise.

It is denied that the answering management had agreed on 2-3-93 to take the claimant workman back on the duty on 4-3-93 as the question of the same does not arise as she was never in the employment of the answering management. It is denied that the answering management had beaten up the claimant workman on 5-3-93. It is further denied that the claimant workman was taken back on duty on 15-3-93. It is further denied that the claimant workman was taken back on duty on 15-3-93 by the answering management or her services were again terminated on 4-5-93 by the answering management. It is further stated that as the claimant workman was never in the employment of the answering management and as such the question of payment of any earned wages for the month of March, April and May 1993 from the answering management does not arise.

It is again submitted that the claimant workman was never in the employment of the answering management and as such the termination of the services of the claimant workman in contravention of Section 25(F) of the I.D. Act, 1947 by the answering management does not arise.

It is submitted that the question which had been posed for consideration before the Hon'ble Supreme Court in the Air India Statutory Corporation etc. Vs. United Labour Union and others etc. reported in AIR 1997 S.C. 645, was to affect as to what will be the fate of erswhile contract labour on abolition of contract labour system in the establishment under Section 10 of the Act. The Hon'ble Supreme Court had observed that though the legislature has expressly not mentioned the consequence of such abolition but the very scheme and ambit of Section 10 of the Act indicates the inherent legislative intent of making the erstwhile contract labours direct employees of the employer on abolition of the intermediary contractor and had held that the appropriate government is the Central Government and is empowered to issue Notification and on abolition of contract labour system by necessary implication the principle employer is under statutory obligation to absorb the contract labour and the linkage between the contractor and the employee stood snapped and direct relationship stood restored between the principal employer and the contract labour as its employees and all the workmen in the respective service working on contract labour are required to be absorbed in the establishment. Thus for the first time the Hon'ble Supreme Court *vide* its Judgement dated 6-12-96 in the herein before mentioned case had laid down the law on the aspect of fate of contract labour system in the establishment under Section 10 of the Act and as such in view of the herein before mentioned Judgement the answering mangement issued appointment letters to its contract workers those who were working on the date of herein before mentioned Judgement.

It is submitted that the answering management had started the process of regularisation of services of the workers employed by the contractor and were on their roll on 6-12-96 and were performing the work of cleaning sweeping, dusting in the premises of the answering management in terms of Judgement of Hon'ble Supreme Court in Air India Statutory corporation etc. Vs. United Labour Union and others. Without prejudice that as the contract of M/s. Sparkling Enterprises was completed in 1993-94 and as per the claimant workman her service was terminated by the contractor. She was no more on the roll of the contract labour of the answering management as on 6-12-96 and as such the claimant workman is not entitled for the relief claimed in the statement of her claim.

It is denied that the claimant workman is entitled to be absorbed by the answering management in view of the foregoing averments. It is further denied that the service of workmam were terminated illegally and abitrarily as the question of the same did not arise ever as she was never employed by the answering management.

That the contents of para no. 19 of the statement of claim are wrong, false and denied. It is denied that the workman is still unemployed.

The applicant has filed rejoinder and in her rejoinder she has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that her services were illegally and un-constitutionally terminated w.e.f. 04-05-1993. She has been working with the employers from 1st May 1985 as such she has worked for more than eight years. It has been further submitted that the Central Government had already issued

notification under Section 10 (1) of Contract Labour (Regulation & Abolition) Act, 1970 on 19-09-1976 which came into force in January 1997. She was engaged through contractors and her services were terminated. She was working through fake contractor M/s. Sparkling Enterprises. She has previously worked through fake contractor M/s R.K. Jain and M/s. Wallia and Sons and others.

It was submitted that since the Central Government has prohibited the appointment of sweepers through contractors the claimant workman in fact became employee of management No. II as she performed her duty in the premises of management No. II.

It was further submitted that the Hon'ble Supreme Court in JT 1995 (4) SC 264 has held that the contract labour is entitled for declaration of his *status quo* employer. The appointment of contract labour in respect of sweeping, cleaning and dusting has been prohibited by the appropriate Government as such any appointment made on this post is contrary to the notification issued by the Central Government and Contract Labour Act, 1970. She has not been paid earned wages for the months of March, April and May 1993. It has been further submitted that the Hon'ble Supreme Court of India in 1996 (16) SLR Vol. 116 page 233 has held that appropriate government is the Central Governement and approved the issue notification. From the date of issue of notification by the Cental Government the workman became employee of the management and the management No. II issued Circular on 17-04-1998 under the signature of Shri Harbansh Kumar, Airport Director that all the contract employees will be regularised and 400 employees have already been employed. The claimant workman is also entitled to be regularised.

It was submitted from the side of the management that the claimant was working through M/s. Sparkling Enterprises. Respondent No. II, the management has no knowledge of the same and her services were terminated in 1993-94. She was not appointed as sweeper by the answering management. The contract of M/s. Sparkling Enterprises was completed during 1993-94 and the record of the workman is not available with the management. The claimant workman was never under the employment of the management. The answering management has started the process of regularisation of services of the workers employed by the contractor who were on the roll on 06-12-1996 and they were performing the work of sweeping, cleaning and dusting in the premises of the answering management in terms of judgement of the Hon'ble Supreme Court in Air India Statutory Corporation Vs. United Labour Union and Others. The contract of M/s. Sparkling Enterprises was completed in 93-94 and the claimant's services were terminated by the then contractor. She was no longer on the roll of contract labour of the answering management on 06-12-1996 and so she is not entitled to claim regularisation.

It was submitted from the side of the workman that the work of doing dusting, sweeping and cleaning the premises is a work of perennial nature and it has been held by the Supreme Court in several decisions that contract labour cannot be engaged for cleaning, sweeping and dusting work. These employees shall be deemed to be performing work of perennial nature and in case the workman is performing work of pernnial nature shall be deemed to be under contract of service and not under contract for service. The Hon'ble High Court in 1999 (4) SLR has held that on abolition of contract labour the erstwhile contract workmen would become direct employees of the principal employer. It has also been upheld in 1996 (6) SLR 233 SC Para 20 and Steel Authority of India *Versus* State of West Bengal in 1998 (80) FLR 245. The Central Government has abolished contract labour in 1976 specially for cleaning, sweeping and dusting. The workman has worked with several contractors from 1985 to 1993 so after at least two years of services she becoame employee of the management even through she was working though contractor. Contract labour is prohibited for performing the duty of perennial nature. Sweeping, dusting and cleaning is undoubtedly a work of perennial nature and the government has abolished contract labour also so in the circumstances the workman became the employee of the management. The management No. II started regularisation of the services of the contractor's men who were working at that time. Since the workman was performing the duty of cleaning, sweeping and dusting and so she was an employee of the management when her services were terminated in view of the law cited of the Hon'ble Supreme Court above. The terminatin order of her services dated 04-05-1993 is not just and legal. She is entitled to be reinstated w.e.f. 04-05-1993. The workman is an unskilled workman and she is engaged in duty of sweeping, dusting and cleaning so she should have been doing such type of work. In the facts and circumstances of the case 50% of the back wages are sufficient.

The reference is replied thus :

The termination of services of Smt. Sita Devi employed by M/s. Sparkling Enterprises, Contractor Management International Airport Authority of India w.e.f. 04-05-1993 is not justified. The workman applicant is entitled to be reinstated from 04-05-1993 with 50% back wages. The respondent No. II IGIA is directed to reinstate the workman applicant within one month from publication of the award. In case of default the workman will be entitled to 12% interest on her entire back wages.

The Award is given accordingly.

Date : 04-05-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 169/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/67/1999-आई आर (बी II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th May, 2005

S.O. 2007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 169/1999) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 6-5-2005.

[No. L-12012/67/1999-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI.

I.D. No. 169/99

IN THE MATTER OF :—

Smt. Pappi
C/o The General Secretary,
New Bank of India Employees Union,
C/o Punjab National Bank, 'L' Block,
Connaught Circus, New Delhi.

VERSUS

The Regional Manager,
Punjab National Bank,
1, Tolstoy Marg,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12012/67/99/IR (B-II) Central Government DT. 18-6-1999 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the Chief Manager, Punjab National Bank, Mool Chand Complex, Defence Colony, New Delhi and the Regional Manager, Punjab National Bank, Tolstoy Marg, New Delhi in stopping from duty w.e.f. 11-6-1998 to Smt. Pappi, Temporary Safai Karamchari instead of regularising her services and not paying her the wages as per their regular employee is justified ? If not, what relief the workman is entitled to."

The Union has filed statement of claim on behalf of the workman. In the statement of claim, it has been stated that Smt. Pappi was regularly performing the duties of a permanent Part-Time sweeperess at Mool Chand Complex, Defence Colony, New Delhi and was drawing salary/wages in the scale of 1/3rd Pay and allowances as per Bipartite Settlement of the Banking Industry. That Smt. Pappi worked in the Bank for more than 240 days in the Moolchand Complex, Defence Colony, New Delhi Branch Office of the Punjab National Bank without interruption/break during the relevant Calendar Year and was also drawing salary/wages from the said B.O. of the Bank for the services rendered by her. Photocopies of the letter dt. 11-6-1998 from the Branch Manager, of the Bank in this regard is enclosed in support of the above submission at Annexure 'A' besides confirmation of continuous period of service for more than 240 days by the Senior Manager (Personnel), Zonal Office, Punjab National Bank, Delhi vide his letter dt. 10-11-1998 submitted before Hon'ble A.L.C. (Central)—Photocopy thereof is enclosed at Annexure 'B'.

That pursuant to the notification by the Ministry of Finance (Banking Division), Govt. of India, New Delhi. New Bank of India was merged with the Punjab National Bank on 4-9-1993. Ever since the amalgamation of NBI with PNB, the management of PNB nakedly adopted the policy of a step motherly treatment with the employees of N.B.I. That prior to the amalgamation of two Banks. Smt. Pappi was appointed on temporary basis as Part-Time Sweeperess in the New Bank of India and served difference offices/Branches of the Erstwhile N.B.I. for more than 277 days (though the bank has confirmed the continuous period of service for 241 days) during the relevant calendar as stated in the preceding paras. That Smt. Pappi, among others, was duly interviewed by the management of the erstwhile New Bank of India for regularisation of such temporary Part-Time Sweepers/Sweeperess in the bank but the amalgamation of the two Banks delayed the issuance of appointment letters for regularisation of the services including Smt. pappi with the merger of N.B.I. with P.N.B., the appointment letter could not be issued to Smt. Pappi and others.

That on 19-1-1998 Smt. Pappi met with an accident and remained on Bed for months. She was under the medical treatment at Safdarjung Hospital. Copy of the O.P.D. Tickets of Safdarjung Hospital is enclosed at Annexure 'C'. That Smt. Pappi duly informed the Chief

Manager B/O Defence Colony, Mool Chand Complex, New Delhi about her accident and her inability to attend the office and perform her duty on account of accident. That after recovery from the ailment in the month of June and as advised by the Doctor Smt. Pappi went to the Branch for joining her duties but she was not allowed to join her duties by the Manager of the Branch. Copy of the representation dt. 11-06-1998 addressed to Chief Manager, Mool Chand Complex, Defence Colony, New Delhi is enclosed at Annexure 'D'. That similar representation was made by here on 19-06-1998 to Sh. V. K. Nagar, Senior Regional Manager, South Delhi by Registered Post. Copy thereof is enclosed at Annexure 'E'.

That this action of the management of PNB tentamounts to atrocities on the under privileged and the lowest status of our society i.e. Scheduled Caste and Scheduled Tribe. This action of the management of P.N.B. also attracts various punitive provisions of various Laws of the Land besides unfair labour practice under the provisions of Industrial Disputes Act, 1947. That the action by the management of the PNB in not allowing Smt. Pappi to perform her duties after recovery from her ailment which was duly communicated to the Bank by her, squarely false within the ambit of the term retrenchment under the provisions of Industrial Disputes Act, 1947 and attracts punitive action for violation of the relevant provisions of Section 25F of Industrial Disputes Act.

The management has filed written statement. In the written statement, it has been stated that the New Bank of India was amalgamated with Punjab National Bank by the Government of India vide notification dt. 4-9-1993 and accordingly in terms of the said notification all employees of erstwhile NBI became the employees of PNB. In view of this fact it is submitted that NBI Employees Union (Delhi) has got no *locus standi* to raise the aforesaid alleged dispute and that the same merits no consideration. That the alleged General Secretary of the said union has got no authority or competence to raise the matter and for this reason also the so called dispute merits no consideration. That the term 'Retrenchment' has been defined under Section 2(oo) of the I.D. Act and sub-clause (bb) of the said section inter alia provide as under :—

> "Termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein. or"

It is submitted that in the instant case Smt. Pappi was engaged for the limited period in stop gap arrangements only and by virtue of Section 2(oo) (bb) reproduced hereinabove, the non continuance of Smt. Pappi in the stop gap arrangements does not constitute 'Retrenchment' and accordingly there cannot be no question of any violation of Section 25 F of the Act as alleged or otherwise.

That at the outset it is submitted that all allegations, submissions, averments made by the said union in the statement of claim filed with this Hon'ble Court be deemed to have been specifically denied unless they are specifically admitted in this reply. It is submitted that Smt. Pappi was engaged in leave/stop gap arrangements as part time sweeper at BO : Mool Chand Complex, Defence Colony, New Delhi for the specified period till the posting of permanent sweeper at the said office on 26-02-1998. Since the engagement of Smt. Pappi was purely against leave/ stop gap arrangements, the same cannot be termed as 'Retrenchment' as defined under provisions of Section 2(oo) (bb) of the I.D. Act and accordingly there cannot be any question of any violation of Section 25 F or any other provisions of the I.D. Act.

Further bank had entered into a conciliation settlement dt. 7-5-1984 with All India PNB Employees Federation over the matter of fixation of wages of part time sweepers and related matters. In terms of the provisions of the said settlement the vacancies of part time sweepers at various offices are identified keeping in view the sweeping area of the concerned office as well as hours of work per week to be put in by the part time sweepers. It is also agreed that the vacancies of part time sweepers eligible for 1/2, 3/4 or full wages arising at the station where the bank has more than one office on account of any reasons shall be filled up on the basis of seniority determined by converting the services put in at 1/3, 1/2 or 3/4 of the scale wages into full time services. This procedure of the filling up of vacancies is to be followed unless 'Thikana' System is in vogue at that particular area. Bank rules further provide that till such time permanent part time sweeper is posted in a vacancy, branch can make stop gap arrangements are entitled to a compensation equivalent to same proportion of scale wages but at initial stage of pay scale applicable to subordinate staff.

Smt. Pappi was engaged by BO : Mool Chand Complex, Defence Colony, New Delhi in stop gap arrangements. Her engagement was for specific period and on completion of same her engagement came to automatic end. That she was paid at the rate agreed for clearing the premises of BO : Mool Chand Defence Colony. It is further submitted that name of Smt. Pappi appears in the list of those persons for the year 1997. who were engaged against leave arrangements for sweeping of premises and as and when here turn would come, she would be considered for absorption in the permanent vacancy of the part time sweeper on consolidated wages/ lowest scale wages.

It transpires from the perusal the record that the workman applicant has not been turning up from 05-12-2002. Notices have been sent to him. The management has been turning all along. The workman applicant has not filed affidavit in support of his case. Argument of the management was heard. It was argued from the side of the management that the workman was appointed only on casual vacancy and he was engaged for specific period and on completion of that period his engagement came to an automatic end. He was given appointment in stop gap arrangement. The workman applicant has not supported his claim statement by any affidavit so he has not been able to prove his case.

The reference is replied thus :—

The action of the Chief Manager, Punjab National Bank, Moolchand Complex, Defence Colony, New Delhi and the Regional Manager, Punjab National Bank. Tolstoy Marg, New Delhi in stopping from duty w.e.f. 11-06-1998 to Smt. Pappi Temporary Safai Karamchari instead of regularising her services and not paying her the wages as per their regular employee is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Dated : 3-05-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 3/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/452/1995-आई आर (बी II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th May, 2005

S.O. 2008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 06-05-2005.

[No. L-12012/452/1995-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. RAI

I.D. No. 3/97

IN THE MATTER OF :—

Sh. Vinod Kumar,
S/o Sh. Ved Prakash,
R/o K-4/4182, Shastri Nagar,
Meerut (U.P.)

Versus

M/s. Bank of Baroda,
Regional Office,
Pt. Shankar Dutt Sharma Marg,
Civil lines, Moradabad.

AWARD

The Ministry of Labour by its letter No. L-12012/452/95/IR (B-II) Central Government dt. 03-1-1997 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Bank of Baroda in terminating the services of Sh. Vinod Kumar, ex-peon is just and legal ? If not, to what relief he is entitled and from what date ?"

The claimant has filed statement of claim. In the statement of claim, it has been stated that the applicant was appointed at the post of a peon by the opposite party employer on 22-4-93 and thereafter the applicant continued his regular services and his last pay was Rs. 2100 p.m.

That the applicant has been serving the opposite party employer upto 5-3-95 (i.e. 682 days).

That since the appointment of the applicant, the applicant has been doing his regular services without any complaint and his services were very satisfactory unblemished, unspotted and there was no complaint against the applicant of any nature.

That the applicant did his continued service upto 5-3-95 and thereafter the service of the applicant was terminated w.e.f. 6-3-95 orally, illegally and without any notice and no reason was disclosed to the applicant and arbitrarily the applicant was not allowed to join his services. It is submitted that the termination of the applicant's services was arbitrarily unjustified and

unconstitutional. It is significant to mention here that no notice pay or any compensation was given to the applicant by the opposite party employer before terminating the services of the applicant and all the legal provisions were flouted before terminating the applicant.

That the services of the applicant was regular and permanent and so the question of terminating the services by opposite party employer should not arise and the act of terminating the services of the applicant was purely unjustified, illegal, arbitrary and without consideration of law.

That the applicant opposed the termination to the opposite party employer but there was no purpose. It is submitted that the termination/retrenchment of the applicant from his services is malafide, unjustified, unconstitutional and the applicant claimant is liable to be reinstated in his service from the date of his termination with all the benefits of his previous salary upto date and other connected benefits as applicable under law.

That it is submitted that since from the date of his termination the applicant is unemployed who has filed earlier claim before the Asstt. Labour Commissioner, Central, Dehradun vide claim case No. 12012/452/95 and the opposite party employer had also given the reply of the claim of the claimant. The claim of the applicant claimant earlier filed is at Annexure C-1 and its reply is at Annexure C-2.

That since the matter could not be finally decided at Dehradun then the matter has been referred to this Hon'ble Court vide letter dated 3-1-97, original copy of the order is at Annexure C-3.

That during the pendency of the above said petition application the applicant has not been given any interim relief and his salary has not been given to him during the pendency of his claim petition. That the applicant is a poor person being unemployed and is not able to maintain himself.

The management has filed written statement. In the written statement, it has been stated that it may be stated with relevance that recruitment and selection of persons for appointment as clerks on substantive basis against identified permanent posts or vacancies within the cadre strength is made through banking services recruitment board.

The selected persons are given appointment by the bank. The new appointees are in the first instance placed on probation and after they successfully complete the probationary period they are confirmed by the appointing or any other competent authority by an order passed in writing to that effect. The Regional Managers are appointing authority in the cases of clerks.

In the case of recruitment of sub-staff or class IV employees the bank being an establishment in public sector notifies all substantive vacancies to Employment Exchange Act, save and to the extent exemption is granted by the Government's appropriate authorities or the DGET. The candidates who are sponsored by the employment exchange (s) are interviewed by the bank's own selection committee and those candidates who are eligible and are adjudged suitable are appointed and confirmed in the same manner as the clerks. Sub-staff is also appointed by Regional Managers with the concurrence and approval of Zonal Managers. It may also be stated here with pertinence in passing that the identified permanent strength in clerical and sub-staff cadre is determined by the management of the bank from time to time on considerations such as size of the branch or office and volume of work etc.

Besides employing workmen on permanent posts/ basis as stated in the preceding para the bank herein like any other employer be it the Central or any State Government or in the private sector in occasionally compelled to engage daily rated workers on ad hoc casual temporary basis for copying with passing necessity or contingency e.g. contemplated recruitment process has not been initiated or having been initiated has not been completed within the stipulated period or the newly appointed person has sought extension time to join bank's service at the branch or office of his posting or an existing permanent employee has gone on leave of absence or has not joined his duties on the expiry of leave originally granted or subsequently extended or a seasonal necessity has arisen or on account of such other contingency.

The workman herein was and has been engaged as a daily rated worker pending recruitment and appointment of newly selected candidates in the circumstances mentioned herein after at appropriate place.

That daily rated ad hoc casual temporary workers whom an employer has engaged or employed in distress such as pending recruitment, selection, appointment and posting of a regular appointees in the instant case no indefeasible right can be held to have accrued for such workers to claim even continued engagement or employment let alone claim for confirmation on the post and they have to move out on the joining of regular appointee. It is submitted that the union herein is virtually seeking what is called back door entry of the workman in the bank's service and since the Hon'ble Supreme Court has in a number of pronouncements, disapproved and invalidated such entries in public sector undertakings being in gross violation of mandate of Articles 14 and 16 of the Constitution this Hon'ble Tribunal would also in its wisdom not allow the union or the workman to succeed in their designs or attempt.

The problem of providing regular employment to those daily rated workers who had worked as peons in public sector banks between 1-1-82 and 31-12-89 but could

not be employed on regular basis due to restrictions imposed by the Government on further recruitment of people against substantive posts or vacancies in public sector banks had been engaging the attention of the Government for quite sometime past.

Thus it was with a view to deal with that problem and to ameliorate the hardships of those unemployed persons that the Government of India after consideration of all relevant facts and in consultation with the Ministry of Labour worked out a scheme to deal with that problem.

That in compliance of the Government's policy decision and instructions the management of the bank herein issued an advertisement in national dailies inviting applications for empanelling and absorbing those persons who possessed and fulfilled the prescribed qualifications and conditions.

Since the number of applications received by the bank's head office was very large and since it was not possible for the head office to verify the eligibility norms of all the applicants for purposes of their empanelment therefore the head office prepared zone wise lists of all the applicants and forwarded the same alongwith the corresponding applications to the respective zonal offices for necessary verification and screening.

A list which was prepared by the head office of the applicants from Western U.P. Zone Meerut is appended herewith as Annexure-3. It is stated here with relevance that the workman's name is also included in the above list as he had also applied in response to the bank's advertisement referred to above the fact which the workman has intentionally concealed from disclosing in his statement of claim for the reasons and *mala fide* intentions stated therein below at the relevant stasge.

It is however stated with relevance that while the workman has faithfully stated the periods and the places in which he had been engaged the workman however did not disclose the true fact about his educational qualification as pointed out below. In his application the workman has also made a declaration that the particulars furnished by him in his application are true and correct to the best of his knowledge and that nothing therein is false.

That on receipt of the list which had been compiled by the head office the bank's zonal office set out for screening and verifying the particulars of the applicants. Since the process of screening was likely to be a long drawn process therefore the management of the bank in the interest of administrative expediency again engaged the workman as an ad hoc casual daily wager w.e.f. 26-4-93 and not w.e.f. 22-4-93 as stated by him in para 1 of his statement of claim pending finalization of screening process and in so screening the workman the management of the bank faithfully and lawfully abided by the law.

That after the workman was engaged in the bank on 26-4-93 as mentioned above and while the bank was carrying on the screening process the management received an unsigned anonymous complaint against the workman Sh. Vinod Kumar to the effect that he was not eligible to be engaged as a peon and he had got engaged by concealing his educational qualification. In the complaint it was mentioned that Sh. Vinod Kumar was actually 9th class pass.

On receipt of the aforesaid complaint the Chief Manager of the bank's Zonal office, Meerut wrote a letter no. UPWZ : 9 : PD : 178/459 dated 9-2-95 to the principal of SSD Boys Inter College, Meerut requesting him to confirm about the education of the workman Sh. Vinod Kumar.

That in reply to the bank's aforesaid letter the principal of the school vide his letter no. SSD/1/94-95 dated 17-2-95 confirmed to the bank that Sh. Vinod Kumar had passed 9th class from his school in the year 1985 and thereafter sought admission in 10th class but he did not appear in the final examination.

That it is thus evident that the workman Sh. Vinod Kumar had been guilty of intentionally concealing the material facts about his particulars with *mala fide* intentions and had thus conducted himself in manner unbecoming of a faithful servant of any public sector undertaking more particularly a financial institution like the bank herein where the employees are expected to be honest and faithful. Apart from that the workman it is evident had made a false declaration in his application which he had sent to the head office for employment in the bank.

That in view of the above fact situation the workman Sh. Vinod Kumar was clearly not eligible not only to apply in response to the bank's advertisement but even otherwise he rendered himself disqualified for continued engagement or deployment even as a temporary ad hoc casual daily wager.

That it may be stated here with relevance that the workman Sh. Vinod Kumar got himself engaged from time to time since 1987 by representing that he was 8th class pass. The management having relied upon his above representation had no reason to disbelieve the workman till it came to know of workman's false representations as explained herein above. It is thus abundantly and in disputably held out that the workman had got himself engaged in the bank by making false representations.

His engagement in the bank was therefore void *ab initio* and he never held an appointment capable of being continued lawfully. The workman was thus not empanelled and the management justifiably dispensed with his ad hoc casual deployment in the bank w.e.f. 4-3-95 and not w.e.f. 6-3-95 as he has falsely stated.

The applicant has filed rejoinder. In his rejoinder he has denied most of the paras of the written statement and has reiterated the averments of his claim statement and the management has also denied most of the paras of claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that the workman pursuant to Annexure C-II, the Government has issued guidelines in respect of engaging temporary employees in public centre banks. The bank inserted the advertisement in the newspapers that those who have worked on temporary basis for more than 90 days between the period 01-01-1982 to 31-12-1990 with the bank may apply. Certain criteria has been laid down in the advertisement regarding eligibility. It has been specifically mentioned as hereunder :— "The candidate should have passed 7th standard but should not have studied beyond 8th standard and should have completed 18 years of age but should not have completed 26 years of age as on date. They were engaged as temporary peons. The persons meeting with the above criteria were required to apply within the stipulated time. It was submitted from the side of the workman that the workman was appointed as peon on 22-04-1993 and he continued in the service up to 05-03-1995 (682 days). His service was terminated on 06-03-1995 orally, illegally and without any notice and no reason was disclosed to the applicant and arbitrarily the applicant was not allowed to join his service. Termination of his service is unjust and unconstitutional. No notice pay or any compensation was given to the applicant. The management has flouted the legal provisions in this respect. The termination/retrenchment of the applicant from his services is *mala fide*, unjust and un-constitutional and he is liable to reinstated along with the entire back wages.

It has been submitted from the side of the management that the workman applicant was appointed as mentioned above but he has not given correct statement on that date and he concealed his real qualification and the applicant has written 8th pass whereas he is 9th pass. It has been proved specifically that those workers who are 7th pass and have studied up to 8th standard should apply. The workman applicant in his application has written 8th standard pass but subsequently when inquiry was made he has been found 9th pass. He has made fraudulent representation regarding his qualification so he was not asked to come. That it came to the knowledge of the management that the workman applicant was 9th pass and he was not eligible for appointment at that time. In case of mis-representation of qualification an inquiry should be held but in this case no inquiry has been held. The workman applicant in his cross-examination in the Court has admitted that he was 9th pass. So there is categorical admission by the workman that he was 9th pass whereas it has been proved that the persons should not have studied beyond 8th standard. The workman applicant has studied in 9th also and he has passed 9th standard. According to the management he was not fit for appointment. He concealed his qualification and wrote 8th pass in the application so he was given temporary appointment.

My attention was drawn to 1988 (3) AWC 2187. The Hon'ble High Court of Allahabad has held that if the candidate is over qualified he should be given weightage and his candidature should not be rejected. This law cited by the workman is not applicable, as it has been specifically stipulated that the workman applicant should not have studied beyond 8th standard. Admittedly the workman applicant has studied 9th and he is 9th pass. So the law cited by the workman applicant is not applicable. My attention was drawn to AIR 93 SC 2285 the Hon'ble Supreme Court has held that description of qualification for appointment is not the functioon of the Courts but the employers concerned. In view of this law the workman did not possess requisite qualification as required. The management found his application fraudulently filled up so the management terminated his services orally. The workman applicant does not fulfil the condition laid down for educational qualification so the management was right in terminating his services.

The reference is replied thus :—

The action of the management of Bank of Baroda in terminating the services of Shri Vinod Kumar, Ex. Peon is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Dated : 3-05-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या आई. डी. सं. 42/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था।

[सं. एल-41012/97/97-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 42/98)

of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 06-05-2005.

[No. L-41012/97/97-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI.

I.D. No. 42/98

In the matter of :

Sh. Mohd. Yusuf,
S/o Sh. Mohd. Farooq,
R/o Mohalla Ibrahim Nagar,
Behind Anand Cold Storage,
Behat Road, Saharanpur.

Versus

Union of India,
Through General Manager,
Northern Railway,
Baroda House, Hd. Qrs. Office,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-41012/97/97-IR (B-I) Central Government dt. 27-1-1998 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of Northern Railway Moradabad in stoppage of one increment due on 1-3-93 and compulsory retirement/ termination w.e.f. 29-7-93 of Sh. Mohd. Yusuf, Ex-Highly skilled fitter grade-I is just, fair and legal ? If not, what relief he is entitled to and from what date ?"

The claimant has filed statement of claim. In the statement of claim, it has been stated that the applicant had been working in carriage and wagon section and was posted at Laksar in the year 1989. That the applicant was issued SF-5 on 16-10-89 alleging that he being the member of carriage and wagon staff had staged a Dharna raised slogans, holding public meeting on platform Nos. 1 and 2 at Laksar Railway Station on 10-10-89.

That the above said SF-5 was issued by the Asstt. Mechanical Engineer (S & D) Moradabad who had no authority to issue SF-5 to the applicant. That the applicant submitted his explanation and denied the allegations levelled against him stating therein that the applicant had resigned from the C & W union long before that date and that he had nothing to do with the alleged incident on the other hand it was pleaded by the applicant that he was called on phone by the Moradabad authorities and was asked to persuade the workers not to resort to such action.

That the applicant also submitted in his explanation that on the persuation of the applicant the workers got pacified and lifted the Dharna and started smooth working of the train. That the explanation submitted by the applicant was not considered satisfactory by the authorities hence an enquiry was ordered to be held against the applicant.

That enquiry was conducted by the Asstt. Mech. Engineer (M & D) Moradabad. That Sh. Govind Ram stated that he himself had not seen the applicant either raising slogans staging Dharna or inciting the workers to stop the train but further stated that he was naming the applicant simply because Sh. Mahavir Singh had told him about this incident.

That Sh. Kesar Das CFO Laksar the second witness also stated that the applicant and the other workers involved were not seen by him in the said agitation on the said date. That the third witness Sh. Suraj Bhan produced by the management in the enquiry had stated that the applicant came there at about 12 noon and wanted to pacify the workers stating that the bonus etc. would be distributed on the next day hence they should not stage Dharna and stop the train.

That even Sh. R. P. Singh the Station Supdt. Laksar did not say that the applicant had any involvement in the incident. That even Sh. Mahavir Singh was called as a court witness. He also stated that the applicant was not involved in the above said agitation.

That the enquiry officer erroneously and unjustifiably held the applicant was a partial participant in the above said agitation although there was no evidence in support of this contention of the enquiry officer. That the aforesaid enquiry suffers from infirmity of evidence rather there is no evidence against the applicant.

That on the basis of aforesaid enquiry the applicant was reduced to one step back for four months vide order of the DME Moradabad dated 30-3-93. It may be stated that the increment of Rs. 40 which was due to him on 1-3-93 was not given to him.

That the order of the Divisional Mechanical Engineer was absolutely wrong and illegal hence the applicant submitted an appeal to the Divisional Manager,

Northern Railway Moradabad. That the applicant submitted an appeal against this punishment to the Divisional Railway Manager, Northern Railway Moradabad against the above illegal order.

That the ADRM Moradabad without considering the facts and merits of the case issued a show cause notice to the applicant as to why the punishment awarded to the applicant be not enhanced.

That the applicant in reply to the show cause notice submitted that the enquiry officer had held the applicant as partially responsible in the incident although there was no evidence against him. This conclusion of the enquiry officer was totally wrong hence the question of enhancement of punishment could not arise in the circumstances.

That the ADRM Moradabad did not pay any heed to the submission of the applicant but passed the order of compulsory retirement of the applicant w.e.f. 29-07-1993. It may be submitted that the applicant was due to retire on 31-07-1993.

That though the applicant being innocent had been given two punishments, one stoppage of increment and the other of compulsory retirement two days earlier from the due date of retirement. That these two punishments blurred the 35 years clean and neat service of the applicant. His promotion was due but was not given to the applicant. That the applicant has been put to monetary loss as well as mental harassment. That the applicant filed an appeal to the General Manager, N.R. Baroda House, New Delhi on 09-09-1993 but without any reply.

The management has filed written statement. In the written statement, it has been stated that the final action was taken by the Divisional Mechanical Engineer competent authority. It is rightly submitted that SF-5 was issued to the applicant Mohd. Yusuf. It is wrong to say that the Mohd. Yusuf had resigned from the union before taking the demonstration and Dharna. It is wrong to say that he pacified and lifted the dharna. It is also submitted here that in this para the applicant Mohd. Yusuf had admitted his presence at the time of agitation.

It is submitted here that the enquiry officer after considering the witnesses who were produced before him submitted his report after considering all the evidence.

It is wrong to say that the enquiry officer erroneously and unjustifiably held the applicant in participating in the agitation. It is further wrong to say that the enquiry suffers from infirmity of evidence. It is submitted here that the enquiry officer after considering all the evidence and documents produced before him he had submitted his report and recommended for SF-5.

It is submitted here that on 10-10-1989 the staff of carriage baggon of Laksar had gone on agitation for demanding the Bonus which was organised by Sh. Mohd. Yusuf, K. N. Pandey etc. A joint special report of IOW, HI, SS, PWI, CWS, EPO/LE was also received in the office. The facts finding enquiry was conducted by AME (CDO)/DDN who held Sh. Mohd. Yusuf with other 4 persons responsible for the agitation/Dharna for which many trains suffered heavy detention.

It is further submitted here that due to their agitation/Dharna had created the nuisance and heavy detention of so many trains and the losses of public money and considering all these things the competent authority had found violation of the service conduct Rules, 1966. The disciplinary authority passed the order for issuing the major penalty to the delinquent employee. As a result SF-5 was issued to Sh. Mohd. Yusuf. Before issuing the chargesheet and penalty all the legal procedure was followed. It is further submitted here that the authority also considered the reply submitted by Sh. Mohd. Yusuf but the same was not satisfactory and enquiry officer was nominated to conduct the D. & A.R. enquiry.

It is submitted here that the enquiry officer had provided Sh. Mohd. Yusuf ample opportunity and it is further submitted here that the enquiry officer had examined the depositions and cross-examination of the witnesses. It is further submitted here that the Defence Helper was also provided by the enquiry officer and the Defence Helper also submitted the defence note to the enquiry officer and the enquiry officer after considering all the aspects produce before him and then he had submitted his report and he recommended SF-5 and then DME (C & W) issued NIP of reduction to the lower stage in same time scale of Rs. 1320-2040 from pay Rs. 1720 to pay Rs. 1680 for 4 months. It is further submitted here that Sh. Mohd. Yusuf made an appeal to ADRM against the order of penalty DME (C & W). That keeping in view the gravity of the offence committed by Sh. Mohd. Yusuf he issued him the notice of enhancement of penalty. It is submitted here that show cause notice was issued to Sh. Mohd. Yusuf and the reply was received by ADRM who had made the decision on 29-7-93 in which he recommended and ordered compulsory retirement of Sh. Md. Yusuf w.e.f. 29-7-93.

It is submitted here that no increment was due to him on 1-3-93. It is also wrong to say that the order of Divisional Mechanical Engg. was wrong and illegal. The detailed reply given in paras 13 and 14 be read as reply to this para and same is not repeated for the sake of brevity.

It is submitted here that the department had rightly punished him and retired him compulsorily after enquiry report considering the evidence and documents and gravity of the offence committed by Sh. Mohd. Yusuf and the department and adopted all the norms and rules for taking the action hence the decision taken by the authority was right decision and that was under the law.

The workman applicant has filed rejoinder and in his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement.

It transpires from perusal of the record that the workman applicant is not present since 22-01-2003. He has not filed affidavit in support of his case. Notices have been sent to him but the workman has written letter that his case be decided on the evidence available on the record. It have beeh alleged by the workman that he has been retired compulsorily on 29-07-1993 where as his date of superannuation was 31-07-1993. He was retired two days prior to the date of his superannuation. I have gone through the inquiry papers and from the inquiry papers it transpires that he has partially taken part in the agitation of the workmen. However, the workman has not filed affidavit in support of his claim statement. His claim statement cannot be deemed to be proved. The papers regarding inquiry against him are on the record but he has given no evidence to show that the inquiry was not fair. In the absence of evidence to that effect the inquiry is deemed to be fair and the workman applicant has been compulsorily retired on 29-07-1993 rightly. There is no force in his claim statement.

The reference is replied thus :—

The action of the management of Northern Railway, Moradabad in stopping of one increment due on 01-03-1993 and compulsorily retirement/termination w.e.f. 29-07-1993 of Shri Md. Yusuf, Ex. Higher skilled fitter, Grade-I is just, fair and legal.

The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Date : 02-05-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 528/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-41012/142/2002-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 528/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 06-05-05.

[No. L-41012/142/2002-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi, B.SC., L.L.M., Presiding Officer.

INDUSTRIAL DISPUTE NO. 528/04

(Old ITC No. 2/2003 transferred from I.T. Ahmedabad)

The Divisional Railway Manager,
Western Railway,
Pratap Nagar, Baroda-390 004 (Guj)
First Party

Versus

The Gerneral Secretary,
Paschim Railway Karamchari Parishad,
E/209, Sarvottam Nagar,
Nr. Railway Colony Sabarmati,
Ahmedabad -380 019. Second Party

APPEARANCES

First Party : S. M. Patel.

Second Party : B. K. Sharma.

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41012/142/2002-IR(B-I) dated 31-12-2002 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the demand of the Paschim Railway Karmachari Parishad, Ahmedabad in cancellation of NTP E/308/55/01/SM/M given to Shri Ram Ratan R. Point Jamadar, Ahmedabad, is legal and justified ? If yes, what relief the concerned employee is entitled ?"

2. The second party was issued a notice to file a statement of claim by this Tribunal 31-01-03 but no statement of claim has been filed by the second party. The second party has submitted an authority to represent the second party by Ex. 6. The second party has been

submitted an application to withdraw the reference and it was stated in that application that Shri Ram Ratan R. Point Jamadar, (workman) is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the fact of Ex. 6, the Tribunal has allowed to withdraw the reference. Hence I hereby pass the following order.

ORDER

Application Ex. 6 is hereby allowed. The second party is allowed to withdraw the reference. The reference is hereby disposed of. No order as to cost.

Ahmedabad,
Dated : 19-12-2004.

B. I. KAZI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 441/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-41012/108/2001-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 441/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 06-05-05.

[No. L-41012/108/2001-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi, B.Sc., L.L.M., Presiding Officer.

INDUSTRIAL DISPUTE NO. 441/04
(Old ITC No. 107/01 transferred from I.T. Ahmedabad)

1. The Divisional Railway Manager,
Western Railway,
Pratap Nagar, Baroda-390 004.
2. The Asstt. Electrical Engineer,
Western Railway, Station Building,
Ahmedabad-380 002.

Versus

The Gerneral Secretary,
Paschim Railway Karamchari Parishad,
E/209, Sarvottam Nagar,
Nr. Railway Colony Sabarmati,
Ahmedabad (Gujarat)-380 019.

APPEARANCES

First Party : S. M. Patel
Second Party : B. K. Sharma

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41012/108/2001-IR(B-I) dated 18-12-2001 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the management of Divisional Railway Manager, Western Railway, Baroda in not giving promotion to Shri Chehraji, A., Sr. Khallasi to the post of Lift Attendant w.e.f. 24-6-1998, when he passed the trade test, is justified ? If not, what relief he is entitled and from which date ?"

2. The second party was issued a notice to file a statement of claim by the Tribunal on 25-01-2002 but no statement of claim has been filed by Ex. 3. The second party has submitted an authority to represent the second party by Ex. 10. The second party has been submitted an application to withdraw the reference and it was stated in that application that Shri Chehraji A., Sr. Khallasi (workman) is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the fact of Ex. 10, the Tribunal has ordered the withdrawal. Hence I hereby pass the following order :

ORDER

Application Ex. 10 is hereby allowed. The second party is allowed to withdraw the reference. The reference is hereby disposed off. No order as to cost.

Ahmedabad,
Dated : 21-12-2004.

B. I. KAZI, Presiding Officer.

नई दिल्ली, 9 मई, 2005

का. आ. 2012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 492/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/299/2000-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 492/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 06-05-2005.

[No. L-12012/299/2000-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi, B.Sc., L.L.M., Presiding Officer.

INDUSTRIAL DISPUTE NO. 492/04

(Old ITC No. 42/02 transferred from I.T. Ahmedabad)

1. The Zonal Manager,
State Bank of India, Zonal Office,
Opp. New Sachivalaya Sector, No. 10,
Gandhinagar-381 010.

2. The General Manager,
State Bank of India,
Main Branch, Lal Darwaja,
Ahmedabad.

3. The Branch Manager,
State Bank of India,
Palanpur Branch,
Opp. Juna Gunj Bazar,
Palanpur (Banaskantha).

Versus

The General Secretary,
Sharamjivi Kamdar Sangh,
Dhal Vas, Mesari Vas, Palanpur (Banaskantha).

APPEARANCES

First Party : D. C. Gandhi.

Second Party : Absent.

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-12012/299/2000-IR(B-I) dated 05-06-2002 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the management of State Bank of India, in terminating the services of Shri Haribhai R. Zala w.e.f. 16-04-1998, without following the procedure of the law is justified ? If not, what relief the applicant is entitled to ?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 5-7-2002. The date to file the statement of calim was 23-08-2002. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witnesses to the Tribunal within 15 days of the receipt of the order.

3. However, proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party is failed to submit a statement of claim after 2½ years from the date of refernce. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the second party terminated of Shri Haribhai R. Zala w.e.f. 16-04-1998, without following the procedure of the law is just.

Looking to the above observation I hereby pass the following order :

ORDER

The action of the management of State Bank of India, in terminating the services of Shri Haribhai R. Zala w.e.f. 16-04-1998, without follwoing the procedure of the law is just. The workman is not entitled to any relief. No order as to cost.

Ahmedabad,
Dated : 19-12-2004.

B. I. KAZI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण,

अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 529/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-41012/140/2002-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 529/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 06-05-2005.

[No. L-41012/140/2002-IR (B.I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi, B.Sc., L.L.M., Presiding Officer.

INDUSTRIAL DISPUTE NO. 529/04

(Old ITC No. 3/2003 transferred from I.T. Ahmedabad)

The Divisional Railway Manager,
Western Railway,
Kothi Compound,
Rajkot (Guj). ... First Party

Versus

The General Secretary,
Paschim Rly. Karmchari Parishad,
E/209, Sarottam Nagar, Nr. Railway Colony,
Sabarmati Ahmedabad-380 019. ... Second Party

APPEARANCES

First Party : Absent.

Second Party : B. K. Sharma

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-40012/140/2002-IR(B-I) dated 26-12-2002 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the Divisional Railway Manager, Western Railway, Baroda Division is giving punishment of withholding increment for one year to Shri Vishnu Kadam, Traffic Shunter, Ahmedabad is justified and proportionate to the fault ? If not, what relief the concerned employee is entitled ?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 31-01-2003 but no statement of claim has been filed by the second party. The second party has submitted an authority to represent the second party by Ex. 4. The second party has submitted an application to withdraw the reference and it was stated in that application that Shri Vishnu, Traffic Shunter is satisfied and he presented himself at the place of transfer. He does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the fact of Ex. 4, the Tribunal has allowed the withdrawal of reference. Hence I hereby pass the following order.

ORDER

Application Ex. 4 is hereby allowed. The reference is withdrawn by the second party. The reference is hereby disposed of. No order as to cost.

Ahmedabad,
Date : 21-12-2004. B. I. KAZI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 395/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-41011/33/2000-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 395/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 06-05-05.

[No. L-41011/33/2000-IR (B.I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi, B.Sc., L.L.M., Presiding Officer.

INDUSTRIAL DISPUTE NO. 395/04

(Old ITC No. 57/01 transferred from LT. Ahmedabad)

The Divisional Railway Manager,
Western Railway,
Divisional Office,
Kothi Compound,
Rajkot (Guj)-360 001. ... First Party

Versus

The Divisional Secretary,
Paschim Rly. Karmchari Parishad,
E/209, Sarvottam Nagar, Nr. Railway Colony,
Sabarmati Ahmedabad-380 019. ... Second Party

APPEARANCES

First Party :

Second Party : B. K. Sharma

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41011/33/2000-IR(B-I) dated 26-04-2001 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the Divisional Railway Manager, Western Railway, Rajkot/Assistant Engineer, Western Railway, Jamnagar in transferring to Shri Lakha Nanji, Gangman in Gang No. 69 instead of Gang No. 67 in Varval Gang despite of losing all the service benefit is justified ? If not, what benefits the workman is entitled ?"

2. The second party was issued a notice to file a statement of claim by this Tribunal on 11-09-2001 but no statement of claim has been filed by the second party. The second party has submitted an authority to represent the second party by Ex. 4. The second party has submitted an application to withdraw the reference and it was stated in that application that (workmen) are satisfied and he does not want to adjudicate the matter and prayed by second party to withdraw the matter.

3. Looking to the fact of Ex. 4, the Tribunal has allowed the withdrawal of reference. Hence I hereby pass the following order.

ORDER

Application Ex. 4 is hereby allowed. The second party is allowed to withdraw the reference. Hence it is disposed off. No. order as to cost.

Ahmedabad,
Dated : 21-12-2004.

B. I. KAZI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या आई. डी. सं. 115/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/113/1996-आई. आर. (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 115/97) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 06-05-05.

[No. L-12012/113/1996-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

R. N. RAI, Presiding Officer.

I.D. NO. 115/97

In the matter of :

Smt. Beero,
W/o Shri Bansi Lal,
R/o. G-444-45, Sultan Puri,
New Delhi.

Versus

The Asstt. General Manager (Commercial),
Main State Bank of India,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-12012/113/96-IR(B-I) Central Government dated 08-08-1997 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of SBI main branch, New Delhi in terminating the services of Smt. Beero, Safai Karamchari w.e.f. 24-4-1995 working on daily wages basis (on casual basis) is justified. If not what relief the concerned workman is entitled to and from what date ?"

The claimant has filed statement of claim. In the statement of calim , it has been stated that the applicant Mrs. Beero was kept on duty in the month of November 1992 at the post of sweeper on daily rated basis. She was not issued any letter. A letter written to the Asstt. General Manager main branch, New Delhi on 12-12-1992 is enclosed for this truth annexure :—

That Mrs. Beero was issued identity card on 24-6-1993. A photostat copy is enclosed for this truth annexure-II. That the wages of the workman Mrs. Beero was enhanced and she was issued another identity card on 4-4-1994. A photostat copy is enclosed for this truth annexure-III.

That Mrs. Beero opened her account in the same branch on 23-4-1994 and her address is of her serving place that is IAAI extension counter of bank near Palam Airport. A photostat copy is enclosed for this truth annexure-IV. That when Shri Bal Krishan took the charges of Branch Manager the workman was not paid her wages w.e.f. March 1994 to 1995 inspite of her repeated request.

That on this she filed his claim before this honorable court for the payment the accumulated amount Rs. 3450 for the period from March 1994 to February 15, 1995. A copy of this truth is enclosed for ready reference. That the management became angry and wothout giving her claimed wages and other benefits the management refused employment w.e.f. 24-4-1995.

That the termination of her services from 24-4-1995 is unjust, illegal and not warranted by any established law of the nation.

The management has filed written statement. In the written statement, it has been stated that the contents of para 1 of the claim statement as stated by the applicant are wrong and denied. It is wrong and denied that the claimant was kept on duty to the post of a sweeper. It is submitted that the services of the claimant were utilized at the International Airport of India Extension Counter, New Delhi for sweeping the premises on a daily basis on a daily payment of Rs. 5 during the month of November, 1992. This amount was enhanced to Rs. 10 per day in the month of April, 1993. This was not a regular permanent arrangement but strictly a casusal engagement in which she was paid for the days she cleaned the small premises at the extension counter. It is submitted that there is no post of sweeper in the extension counter of the bank at International Airport of India. The payment to her was made on the basis of the bill submitted by her. There was no relationship of master servant but she was doing cleaning work purely on causal basis. The annexure I placed by the claimant on the record itself establishes that she was not employee of the bank.

That the contents of para 4 are admitted to the extent that the account was opened by her. It is however submitted that the opening of an account by the claimant would not make her an employee of the respondent bank. The deposit entries made in the pass book of the claimant represent the amount paid by the bank for the cleaning work done by the claimant.

That the contents of para 5 as stated are wrong and denied. It is submitted that after April 1994 the claimant did not provide the claining services and nothing is payable to her except what is admitted to be payable to her in the LCA No. 51/95 pending before this court.

That the contents of para 6 in so far as they relate to the filing of the LCA before the Hon'ble Court are concerned are admitted. However, it is wrong and denied that any amount is due from the management to the claimant. It is correct that the claimant had filed a LCA being LCA No. 51/95 before the Hon'ble Court. The claimant cannot raise the same issue again in the present claim.

It is submitted that she was not an employee whose services were terminated. She was provided the cleaning service only on contractual basis and for the days she cleaned the place she was paid by the bank.

The claimant provided the cleaning sweeping service which she stopped after April 1994. It is common knowledge that sweeping service is performed for a very short time and the extension counter of the bank at the Airport being a small place the claimant was paid Rs. 10 per day on the days she did the work. It is stated that such casual arrangement cannot ripen into employer employee relationship between the parties. The whole basis of the claim is frivolous unjustified.

The claimant has filed rejoinder. In her rejoinder she has reiterated the averments of claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the management that the applicant was kept on duty in the month of November 1992 on the post of sweeper on daily rated basis. She was not issued any letter of appointment. She was issued Identity Card on 24-06-1993. A photocopy of the same is enclosed with the record. She opened her account in the Branch on 23-04-1994 and it has been written that her profession is service in the pass book. The termination of the services of the applicant from 24-04-1995 is unjustified and illegal. The management has admitted that the services of the applicant were utilized on the International Airport of India Extension Counter, New Delhi for sweeping the premises on daily basis on daily payment of Rs. 5. During the month of November, 1992 it was enhanced to Rs. 10 in the month of April 1993. It was a casual engagement and she was paid for the days she cleaned the premises at the extension counter. There is no post of sweeper in the extension counter. There is no relation of master and servant. The opening of account in the respondent's bank will not make her a employee. She did not provide sweeping service after April 1994 so no payment was made to her. No amount is due from the management to the claimant.

It was submitted from the side of the workman that besides performing sweeping work she did other office work also. The management witness has admitted that the staff on the extension counter of the Bank including one officer two clerks and one sweeper and one messenger. The sweepers sometimes act as messenger. The sweeper cum-messenger was employed after the discontinuation of the services of Smt. Beero. The name of sweeper-cum messenger is Shri Ram Pal. He has been kept in service on 3/4th monthly pay. Smt. Beero was paid through the Banks's cheque. From this admission of the management witness there is post of messenger-cum-sweeper in that extension counter and when the services of Smt. Beero was discontinued another employee was taken into service at her place. The management witness categorically admitted that there is one post of messenger-cum-sweeper. Even if it is assumed for the sake of the argument that Smt. Beero was a temporary employee, another employee cannot be engaged dis-continuing her services. She can be replaced by a regularly selected employee. It has been held in 1992(4) SCC Page 152 that an ad hoc or temporary employee should not be replaced by another ad hoc or temporary employee. He must be replaced only by a regularly selected employee. This is necessary to avoid arbitrary action on the part of the appointing authority. In the present case Smt. Beero has been replaced by Ram Pal admittedly. As such a temporary employee has been replaced by another temporary employee. The management cannot do so in view of the law cited above. In 1997(3) LLM 65 the Hon'ble Supreme Court has held that the termination of services of daily wages workman in accordance with the terms of appointment is not retrenchment. In the present case there is no term of appointment and no appointment letter has been given to the claimant so this law is not applicable. In the present facts and circumstances of the case Smt. Beero has worked for more than 240 days and she has been made payment on monthly basis as is apparent from the document filed on the record. The payment has been made on the recommendation of Assistant General Manager. She has been paid Rs. 250 every month so it cannot be said that she has been appointed on daily wage basis. It is proved that there is post of messenger-cum-sweeper and she has been working as messenger-cum-sweeper. She can be replaced by a regular selected candidate but she has been replaced by another temporary candidate Ram Pal. Since there is need of sweeper-cum-messenger so there is no question of retrenchment. The respondent should not have replaced Smt. Beero after taking her services for more than 240 days by another temporary employee. The action of the management is absolutely wrong.

The workman applicant is entitled to be reinstated with 50% back wages as she is the unskilled labour and she must be doing some sort of work elsewhere.

The reference is replied thus :

The action of the management of SBI, Main Branch, New Delhi in termination the services of Smt. Beero, Safai Karamchari w.e.f. 24-04-1995 working on daily wages basis (casual basis) is not justified. She deserves to be reinstated w.e.f. 24-04-1995 along with 50% wages. The respondents are directed to reinstate her within one month from publication of the Award. In case of default she will be entitled to 12% interest on the entire back wages.

The Award is given accordingly.

Date : 5-5-2005. R.N. RAI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या आई. डी. सं. 397/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था।

[सं. एल-41012/3/2000-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2005

S.O. 2016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (I.D. No. 39704) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 06-05-05.

[No. L-41012/3/2000-IR (B.I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. KAZI, B.SC., L.L.M., Presiding Officer

INDUSTRIAL DISPUTE NO. 397/04

(Old ITC No. 59/01 transferred from I.T. Ahmedabad)

(a) The General Manager,
Western Railway,
Church Gate, Mumbai-400 001.

(b) The Divisional Railway Manager,
Western Railway,
Pratap Nagar, Baroda-394 220.

(c) The Asstt. Engineer,
Western Railway,
Anand-388 001.

Versus

The General Secretary,
Paschim Railway Karamchari Parishad,
E/209, Sarvottm Nagar,
Near Railway Colony, Sabarmati
Ahmedabad (Gujarat)-380001.

APPEARANCES :

First Party :

Second Party : B.K. Sharma

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41012/3/2000-IR(B-I) dated 24-04-2001 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of Divisional Railway Manager, Western Railway, Baroda Division in denying compassionate appointment to Shri Bharatbhai S/o Shri Bhayjibhai Veerabhai is justified ? If not, what relief the concerned person is entitled ?"

2. The second party was issued a notice to file a statement of claim by the Tribunal on 11-09-2001 but no statement of claim has been filed by second party. The second party has submitted an authority to represent the second party by Ex. 5. The second party has been submitted an application to withdraw the reference and it was stated in that application that Shri Bharatbhai, S/o Shri Bhayjibhai Veerabhai (workman) is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the fact of Ex. 5, the Tribunal has order the withdrawal. Hence I hereby pass the following order :

ORDER

Application Ex. 5 is hereby allowed. The reference is allowed to withdraw. The reference is hereby disposed off. No order as to cost.

Ahmedabad,
Dated : 19-12-2004. B. I. KAZI, Presiding Officer

नई दिल्ली, 9 मई, 2005

का. आ. 2017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 37/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था ।

[सं. एल-12012/49/2002-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th May, 2005

S.O. 2017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2002) of the Central Govt. Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure, in the Industrial dispute between the management of Vijaya Bank, and their workmen, received by the Central Government on 6-5-2005.

[No. L-12012/49/2002-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM SADAN, III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560 022

Dated, 26th April, 2005

PRESENT :

Shri A.R. Siddiqui, Presiding Officer

C.R. NO. 37/2002

Shri B.S. Shivalingaiah,
No. 183, III Cross,
Hanumanthanagar,
Bangalore-560019 ... First Party

The General Manager,
Vijaya Bank,
Head Office,
41/2, M.G. Road, Trinity Circle,
Bangalore-560001 ... Second Party

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/49/2002-1R (B-II) dated 12th July 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Vijaya Bank is justified in terminating the services of Shri B.S. Shivalingaiah, Clerk w.e.f. 4-1-2001 by way of imposing the punishment of 'Removal from services of the Bank with superannutation benefits as would be due, otherwise at that state and without disqualification from future employment'. If not, what relief the workman is entitled to ?"

1. The first party challenged the impugned punishment order dated 30-11-2000 removing him from the service of the management bank with Superannuation benefits as would be due without disqualification from future employment, as illegal and arbitrary also challenged the enquiry findings holding him guilty of the charges of misconduct so also the enquiry proceedings on the ground that they were conducted against him in violation of principles of natural justice.

2. Keeping in view the respective contentions of the first party in his Claim Statement and that of the management in their Counter Statement about the fairness, validity or otherwise of the enquiry proceedings, this tribunal raised a Preliminary issue on the said point calling upon the parties to adduce their respective evidence. During the course of the trial of the said issue, the management examined Enquiry Officer as MW1 and got marked documents at Ex. M1 to M19. Whereas, the first party examined himself as WW1 without producing any documentary evidence.

3. After hearing the learned counsels for the respective parties, this tribunal by its order dated 13-10-2004 recorded a finding on the above said preliminary issue to the effect that enquiry held by the Second Party against the first party is fair and proper. Then the matter came to be posted for hearing of arguments on the perversity of the enquiry findings., the legality of the dismissal order and quantum of the punishment awarded against the first party.

4. Learned counsel for the first party vehemently argued that the case on hand is a case of unauthorized absence involving no moral aptitude that too, relating to the workman who worked as sub staff rendering satisfactory services and was promoted as a Clerk and therefore, the punishment of removal from service imposed upon him was uncalled for being disproportionate to the gravity of the charge of absenteeism committed by the first party. He submitted that after promotion, the first party was posted at Bangalore Branch but thereafter was transferred to a far of place namely Mahalingapur Branch in Dharwad district and thereupon he was transferred to another far of place called Balichakkur thereby disabling the first party to work there who suffered from ill health and undisputedly applied for leave on medical grounds. He argued that his request to revert him as a sub staff if his request the place nearby Bangalore or Mysore was not considered, also was rejected by the management for no good reasons. Therefore, learned counsel submitted that the alleged unauthorized absence of the first party in not reporting duty at the said Balichakkur Branch being on medical grounds and keeping in view his request to revert him as sub staff or to give him posting nearby Bangalore or Mysore, even if, taken to be proved during the course of enquiry, extreme punishment of removal from service was unwarranted. As far as, findings of the Enquiry Officer concerned, learned counsel argued that though the enquiry officer noted the fact that the first party had applied for leave on medical ground, did not appreciate this fact in its proper perspective and therefore, his findings holding the workman guilty of the charges of unauthorized absence suffered from perversity. He cited the decision reported in ILR 1989 Kar Page 3191 to support his arguments for taking lenient view against the first party.

5. Whereas, the learned counsel for the management with equal vehemence argued that the first party was a chronic absentee and he was unauthorisedly absent from duty at the above said Mahalingapur Branch for one hundred and sixteen days on four occasions during

the period from 3-6-96 to 5-10-96 and therefore, he was charge sheeted for the above said misconduct resulting into the punishment order terminating his services, however, on appeal by the first party punishment order was modified as that of "stoppage of 3 increments permanently". He contended that thereupon the Second Party by its order dated 26-6-99 transferred the first party to Balichakkur Branch but he remained unauthorisedly absent from duty without reporting duty at the said branch till he was served with the charge sheet dated 11-7-2000 and also failed to report duly subsequent to the above said date. Therefore, learned counsel submitted that the first party being a habitual absentee having absolutely no regards to the orders of the management either to report duty at Balichakkur Branch or to discharge his duties as a sincere and honest worker, the management was left with no alternative but to remove him from services when the two charges of misconduct levelled against him were proved during the course of enquiry. He submitted that the punishment of removal from service cannot be said to be disproportionate to the charges of misconduct committed by him. He submitted that when the charges of misconduct have been proved during the course of enquiry and enquiry is held to be fair and proper by this, tribunal, order of punishment cannot to interferred by this tribunal showing any sympathy to the first party. In support of his case learned counsel submitted the following decisions :—

1. 2000(5) SCC 65 2000(2) LLM 942
2. 1996 (Lab) IC 754 (SC)
3. 1995 (I) LLJ 1065 (Kar)

6. The above referred arguments advanced on behalf of the respective parties are based on the averments made in the Claim Statement as well as the Counter Statement filed by the first party as well as second party. Therefore, it is not necessary for me once again to repeat those averments made by the parties by way of pleadings. However, to appreciate the respective contentions of the parties it is worthwhile to bring on record the very charges of misconduct levelled against the first party by way of aforesaid charge sheet. They are as under :—

Charge Sheet :—Whereas there are *prima facie* grounds to believe that your have committed acts of misconduct, the particulars of which are furnished hereunder :—

You were working as Clerk at Bank's Mahalingapur branch from 31-05-1996 to 30-10-1998 and on your reinstatement in the service of the Bank vide order dated 26-08-1999, you have been instructed to report for duty at Bank's Balichakkur branch.

It is reported that you had been imposed with the punishment of "Removal from service of the bank with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment by the Disciplinary Authority, Head Office, Bangalore vide proceedings No. PER-IRD : 1921 : 98 dated 30-10-98. You had preferred an appeal before the Appellate Authority against the above said punishment imposed on you by the Disciplinary Authority as "stoppage of three increments permanently". On your reinstatement in the service of the bank, you were posted to Bank's Balichakkur branch vide posting order No. PER : IRD : 1925 : 99 dated 26-8-1999. In the said posting order you were instructed to report for duty at Balichakkur Branch within 3 days from the date of receipt of the said order. The order passed by the Appellate Authority as well as your posting order to the Balichakkur Branch were delivered to you by hand on 30-8-1999 by Bank's Personnel Department (IRD), Head Office, Bangalore.

However, it is now reported that in violation of the above said posting order dated 26-8-1999, you have failed to report for duty at Balichakkur Branch till date. In regard to your non-reporting for duty at Balichakkur Branch and remaining absent from duty unauthorisedly, the Regional Manager, RO-Belgaum had issued a letter bearing No. RO : BGM : PER : STF : 480 : 2000 dated 14-01-2000 by Regd. post AD. Wherein you had been informed that your failure to report for duty at the branch within the stipulated period amounts to misconduct and also informed that, your continuous unathorized absence from duty is in violation of leave rules of the bank and amounts to misconduct. In the aforesaid letter, the Regional Manager, RO-Belgaum had also instructed you to submit your explanation for your above said lapses within 7 days from the date of receipt of their letter. Although you had submitted your reply to the letter dated 14-01-2000 vide your letter dated 20-1-2000, the explanation submitted by you was not acceptable to the Competent Authorities. Further, in your said letter, you had requested to sanction you leave upto 4-2-2000 on medical grounds. However, your letter dated 20-1-2000 was not accompanied with any medical certificate in support of your claim of sickness and hence, it was in violation of the leave rules of the bank.

Since you did not report for duty at Balichakkur Branch even after issuance of the aforesaid letter dated 14-1-2000 by the Regional Manager, RO-Belgaum and continued to be on unauthorized absence, again the Regional Manager, RO-Belgaum had issued a letter bearing No. RO : BGM : PER-STF : 2694 : 2000 dated 15-3-2000 wherein you were informed that your request for sanctioning of leave upto 4-2-2000 was not considered favourably

and you were instructed to report for duty at Balichakkur branch within 7 days from the date of the said letter. Despite the said instructions, you have neither reported for duty at the Branch nor submitted any explanation for your continuous unauthorized absence and non reporting for duty at the branch. The above acts on your part amount to disobedience of lawful and reasonable orders of your official superiors as well as violation of the leave rules of the bank, which constitute, misconduct under the provisions of the Bipartite Settlement.

The bank therefore charges you as under :—

1. Your failure to report for duty on your reinstatement in the service of the bank, in spite of the specific instructions from your official superiors amounts to disobedience of lawful and reasonable orders of your official superiors, which constitutes gross misconduct under sub clause (e) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.

2. Your action of remaining absent from duty unauthorizedly and continuously from 3-9-1999 onwards *i.e.* from the date on which you were instructed to report for duty at the branch, without any intimation to the bank amounts to an act of gross misconduct under sub clause (P) of clause 19.5 of Chapter XIX of the Bipartite Settlement, as included in the VI Bipartite Settlement.

You are therefore, required to submit your written statement setting forth your defence, if any, in triplicate to the undersigned within 7 days of receipt of this charge sheet and show cause as to why disciplinary action should not be taken against you, failing which it will be deemed that you have no statement of defence to submit and the matter will be proceeded with accordingly.

7. After having gone through the records, I do not find much substance in the arguments advanced by the first party that enquiry findings suffered from any perversity. A perusal of the enquiry findings would reveal that in order to prove the charges of misconduct against the first party, the management examined one witness namely, Manager, Personnel Department, HRD, HO, Bangalore and got marked as many as 16 documents during the course of his deposition. It is relying upon the aforesaid oral and documentary evidence, the Enquiry Officer came to the conclusion that both the charges have been proved by sufficient and satisfactory evidence. His findings and observations on the said two charges on parge 3 to 9 are as under :

Charge No. 1 : Shri H. N. Swaroop, Manager, Personnel Deptt., HRD, HO, Bangalore appearing as Management witness (MW1) identified all the Management documents *i.e.* Mex. 1 to 16 and deposed during examination in chief that the CSE was promoted as Probationary Clerk with effect from 15-7-1995 and posted to BGHS, Bangalore Branch temporarily *vide* Mex. 1 and accordingly, the CSE accepted the promotion order and reported at the said branch on 11-8-1995 *vide* Mex. 3; that the CSE was confirmed as Clerk as from 15-1-1996 *vide* Mex. 4 and was subsequently tranferred to Mahalingapur branch on 21-5-1996 *vide* Mex. 6 MW1 has further stated that the CSE has submitted a representation to HO on 27-6-1996 *vide* Mex. 7 seeking reversion to peon's cadre if the branches opted by him were not considered and in the meanwhile, the CSE was tranferred to Balichakkur branch *vide* Mex. 8 during review of punishment by the appellate authority. Duty referring to personal file of the CSE, MW1 stated that without reporting at Balichakkur branch, the CSE has given representation for modifying his transfer twice but the same were declined by HO and he was advised to report at Balichakkur branch as per posting order issued to him.

PO in his written brief has stated that the CSE was promoted to clerical cadre and reported for duty at the transferee branch in the first instance at BGHS branch and later at Mahalingapur branch as per Mex. 1, 3, 5 and 6 and he was imposed with the punishment of removal from service which was later modified to stoppage of 3 increments for his remaining absent at Mahalingapur branch as per correspondence available in his personal file. Adding further, he stated that the CSE after reinstatement and posting to Balichakkur branch as per Mex. 8 did not report at the branch for duty and remained on unauthorized absence as evidenced from the correspondence made in Mex. 9 to 16 and even from Dex. 1.

During cross-examination, Defence Representative has tried to being home the points that the CSE has reported at Mahalingapur branch on 31-5-96 and thus, by reporting at Mahalingapur branch, he had expressed his intention to report at the transferee branch and he (DR) shown his disagreement with the earlier remarks made by MW1 that the CSE was not interested in reporting at Balichakkur branch. He further wanted to being in a point that the CSE was transferred to Balichakkur branch which is even farther than Mahalingapur branch just to harass him and he was imposed with double punishment of stoppage of three increments as well as transfer to Balichakkur branch and thus, the CSE was not able to report at Balichakkur branch besides his ill health and that the CSE's request for transfer to Mysore Region had not been considered despite his several requests. He has further drawn

the attention of MW1 that two other employees who were transferred along with the CSE as per HOC 149/95 had also not reported at the transferee branch and their transfer orders were kept in obeyance. Again, he wanted to stress during cross-examination of management witness that the CSE was not given an opportunity to reject the promotion as clerk as he was transferred to Mahalingapur branch after his confirmation and reiterated that the CSE did not report at Balichakkur branch not with an intention to disobey the instructions of his official superiors, but due to his ill health.

As per the documents on record, deposition of the Management withness and written brief submitted by the Presenting Officer it could be made out that the CSE was promoted as Clerk on 15-7-1995 and temporarily posted to BGHS branch, Bangalore *vide* Mex. 1 and the promotion order was duly accepted by the CSE. Accordingly, the CSE reported for duty as Clerk at BGHS, Bangalore branch on 11-8-95 *vide* Mex. 3. Later, the CSE was confirmed as Clerk with effect from 15-1-96 *vide* Mex. 6. It is also observed that the CSE on reporting at Mahalingapur branch submitted a representation to Personnel Department, HO, Bangalore on 27-6-96 *vide* Mex. 7 to transfer him to any of the 5 branches as stated by him in Mex. 7) or to revert him to Peon's cadre, if his request could not be considered. It is on record that the CSE was transferred to Balichakkur branch on 26-8-99 *vide* Mex. 8 consequent upon the passing of the order of the appellate authority modifying the punishment earlier imposed on him by the Disciplinary Authority. As per Mex. 9 to 12, the CSE has remained absent at Mahalingapur branch and has not reported at Balichakkur branch and without reporting at the transferee branch he submitted a representation to RO, Belgaum *vide* Mex. 16 to transfer him in Ballou branch.

The D.R/CSE has nothing new to say anything in their defence in the written brief except saying that "Pick and Choose" policy had been adopted while transferring the CSE and that there was no impartial treatment. This has nothing to do with the charges framed against the CSE.

The CSE in his letter dated 4-8-2000 marked as Dex. 1 stated that he accepted the promotion order and continued at BGHS branch, Bangalore presuming that he would be allowed to continue at the said branch as earlier promotees were posted in and around Bangalore and were not transferred to far away places and that he subsequently reported at Mahalingapur branch on his transfer and on reporting at Mahalingapur branch his request for reversion to sub-staff cadre or modification of his transfer on health grounds was turned down and hence, he had to remain absent for taking treatment at Bangalore.

The charge against the CSE is that he disobeyed the lawful and reasonable orders of his official superiors by not reporting at the transferee branch *i.e.*, Balichakkur branch. As already discussed hereinabove, the CSE has not reported back for duty at Mahalingapur branch (after proceeding on leave) so as to be relieved and reported at Balichakkur branch as evidenced by Mex 9. Here, I am not inclined to accept the argument of CSE as stated by him in Dex. 1 that he was not given an opportunity to reject his promotion as he was not transferred to Mahalingapur branch immediately on promotion because it is evidenced as per Mex. 1 that he has duly acknowledged and accepted the promotion order. By reporting promptly at BGHS, Bangalore Branch he has automatically complied with clause 3.3 of his promotion order. Moreover, it was very clearly stated in his promotion order (*vide* MEx. 1) that he was temporarily posted to BGHS, Bangalore branch. As such, his further posting from BGHS, Bangalore branch was very much on the cards. As per Mex. 12, it was informed to the CSE that his representations, were not considered favourably and to report at Balichakkur branch. Earlier, the CSE was also reminded/advised to report at Balichakkur branch *vide* Mex. 10 and 11 by RM, RO, Belgaum. All these evidences support the view that the CSE has disobeyed the lawful and reasonable orders of his official superiors. Regarding Defence Representatives reference to HO Circular 149/95, 112/96 and 50/2000 with regard to the posting of sub staff on promotion during the respective years have no relevance to either posting of the CSE on promotion or his non-reporting for duty at Balichakkur branch. I do not find substance in the argument of Defence Representatives that the posting of CSE to Balichakkur and stoppage of his 3 increments were double punishment and hence has could not report for duty at Balichakkur Branch, as it is merely his opinion and it would in no way prevent the CSE from reporting at Balichakkur branch.

Keeping in view of the above discussion, I hold the charge as **Proved.**

Charge No. 2 : During examination in chief, MW1 has deposed that as per HO Codified Circular 101/93 dated 24-9-93, unauthorized absence has been defined as remaining absent from duty without obtaining sanction from competent authority. Duly identifying Mex. 10, MW1 stated that RO, Belgaum

wrote a letter dated 14-1-2000 to the CSE for not reporting for duty at Balichakkur branch with further instructions to give his explanation for not reporting and added that RO, Belgaum wrote one more letter to the CSE on 15-3-2000 (Mex. 11) instructing him to report for duty at Balichakkur branch within 7 days from the date of the letter.

By going through the personal file of the CSE, MW1 disclosed that the CSE was charge sheeted for unauthorized absence previously also while he was working as clerk in Mahalingapur branch vide charge sheet dated 27-10-97 and was subsequently imposed with the punishment after initiating disciplinary proceedings for his unauthorized absence and added that the CSE has not improved despite being punished for such unauthorized absences and he continues to be on unauthorized absence without reporting at Balichakkur branch where he is posted.

PO in his written 'brief has stated that the CSE after reinstatement and posting to Ballichakkur branch as per Mex. 8 did not report at the branch for duty and remained on unauthorized absence as evidenced from the correspondence made in Mex. 9 to 16 and even from Dex. 1 and further stated that he CSE was punished earlier for remaining absent at Mahalingapur branch as per correspondence available in personal file of CSE which was perused by all the concerned. The CSE in his representation letter (Dex. 1) has stated that after his transfer to Mahalingapur branch and on his reporting for duty at that branch, the pain in his hand relapsed and due to that he was not able either to lift a file or to write and his request to revert him to sub staff category and to retain him at Bangalore was also not considered and hence, he had to remain absent for taking treatment from his Doctor at Bangalore who had advised him not to undertake long journey by Bus.

Keeping the representation of the CSE in view, I find no reason in his remaining absent without submitting proper leave application supported by required medical certificate. Except that a letter from the CSE (MEx. 15) requesting to sanction leave upto 30-4-2000, there is nothing on record to show that the CSE has either submitted any leave application supported by medical certificate or obtained sanction for his remaining absent from the competent authority as required in HO codified circular No. 101/93 dated 24-9-93 and hence, I concur with the deposition of MW1 that the CSE has remained on unauthorized absence. Further as could be observed from MEx. 10 which is a letter addressed by RO, Belgaum to the CSE, he has remained absent continuously without submitting proper leave application and as per MEx. 11, RM, RO, Belgaum has also rejected his request for sanction of leave, up to 4-2-2000 as applied for by him vide his letter dated 20-1-2000 with the backdrop of what is discussed above, I hold the charge as *Proved.*

Conclusion. On analyzing every aspects of the matter and giving a thoughtful consideration to the oral as well as documentary evidence adduced before the enquiry and as discussed herein before, I sum up the charges as follows in respect of the Departmental Enquiry held into the charges framed against Shri B.S. Shivalingaiah, Code No. 13336, Clerk, Balichakkur Branch vide charge sheet No. Per/IRO/CS/21/2000 dated 11-7-2000.

Charge No. 1 Proved.

Charge No. 2 Proved.

8. Therefore, keeping in view the evidence brought on record during the course of enquiry and the aforesaid reasonings assigned by the Enquiry Officer in coming to the aforesaid conclusion, by no stretch of imagination it can be said that the findings suffered from any perversity. It was not a case of 'no evidence' or a case of 'no sufficient and legal evidence'. Enquiry findings were well based on sufficient and legal evidence. The fact that the first party applied leave on medical ground and therefore, it cannot be a case of unauthorized absence in my opinion holds no water. Keeping in view the very findings of the enquiry Officer holding that the leave application was not accompanied any medical certificate as contemplated under the rules and that the first party remained absent from duty without prior sanction of his leave asked for. As far as the first charge of disobeying the orders of transfer, the first party learned counsel infact had no arguments to advance on this point as undisputedly, the first party did not report for duty to the above said Balichakkur branch despite the reminders issued by the Second Party to report duty at the said branch forthwith. Therefore, both the charges of misconduct have been proved against the first party and the findings of the Enquiry Officer on those charges need no inference at the hands of this tribunal.

9. Now coming to the order of Disciplinary Authority removing the workman from the service of the management Bank, as noted above, learned counsel submitted that punishment was excessive and disproportionate keeping in view the gravity of the misconduct commited by the first party in as much as misconduct did not involve moral aptitude. He took support of the decision of our Hon'ble High Court cited above.

10. Whereas, the learned counsel submitted that going by past record in withholding his three increments, permanently, for committing the very misconduct of unauthorized absence and keeping in view the conduct of the first party remaining absent from duty, that too, disobeying the orders of transfer, the punishment of termination from service was quite proper and commensurate to the gravity of the charges of misconduct committed by the first party. He relied upon the decision of their Lordship Supreme Court reported in 1996 LAB IC 754. His Lordship of Hon'ble High Court at paras 7 to 9 of the said decision observed as under :—

> *Paras 7 to 9* : Though it may not be possible to reach the conclusion that the decision impugned in this case is, either an outrageous defence of logic or suffers from irrationality and perversity, assessing the disastrous consequences resulting from infliction of maximum punishment on the petitioner in case of remiss of not reporting for duty and remaining away from the office of calling without the necessary permission or authorization, the punishment is in a sense disproportionate to the gravity of the offence committed by the petitioner. A lesser punishment would satisfy the requirements of the principle of proportionality and produce a salutary effect on the petitioner. It cannot be said that the petitioner is guilty of a heinous offence or a gross tort or even moral turpitude as to warrant the maximum penalty of dismissal from service. Petitioner being a marginal person belonging to Class IV Service is craving before the Court for a lesser punishment which the discretion of this court cannot mercilessly reject and for lesser punishment then dismissal from service. The ends of justice would be met if the petitioner is subjected to the punishment of loss of back wages and withholding of two increments with cumulative effect and an order of reinstatement in service.

11. Their Lordship of Supreme Court in the said case held that a delinquent absenting himself from duty without leave on several occasions deserved punishment of removal from service keeping in view of the fact that delinquent being vice of disciplined force demanding adherence to rules and procedure. The principle laid down by his Lordship of Hon'ble High Court do not apply to the facts of the present case as in the said case the Court took into consideration the fact of the petitioner belonging to Class IV service sent in the instant case as seen above, the first party though joined the services as a sub staff, later was promoted as Clerk supposed to discharge his responsible duties, that too, in the institution like the banking which warranted a regular, honest and sincere duties to be performed by the officials of the bank. In the said case it was a one time unauthorized absence and whereas, in the case on hand the first party repeated the misconduct despite being punished by the Disciplinary Authority by withholding his three increments permanently. In the earlier case, in fact, the Disciplinary Authority had removed him from service but a lenient view has taken by the Appellate Authority modifying the punishment order. Therefore, the conduct of first party in not reporting duty at Mahalingapur where he was posted by way of transfer and then remaining absent from duty continuously till the charge sheet was issued and even subsequent thereto, tells tale upon the fact that he was not at all willing and prepared to report duty at said Balichakkur branch despite the warning letters issued to him by the management. If really he suffered any inconvience of a long distance from his native place to the said place of Balichakkur branch, the proper remedy available to him would have been to first report duty at the said place and then to ask for transfer nearby his native place. Instead of doing so he went on making representations either to revert him as sub staff or to give him a place nearby Bangalore or Mysore on the pretext of asking leave on medical ground. He was not supposed to dictate the management in the manner he did without first obeying the orders of transfer. Therefore, conduct of the first party in not reporting duty at the above said Balichakkur Branch and remaining absent from duty continuously despite the management asking him to report for duty immediately will be showing his unwillingness to discharge his duties as an obedient servant. However, keeping in view the principle laid down by his Lordship of our Hon'ble High Court in the decision referred to supra, taking into account that the misconduct, involved no moral aptitude and the fact that the first party belonged to the sub staff category intially and was promoted recently as Clerk and so also taking into consideration that as on the date of removal from service by the Bank the first party had put in about 18 years of service, it will be in the interest of justice to modify the punishment order of dismissal from service with the order of Compulsory Retirement. Hence the following Award.

AWARD

The impugned punishment order is modified replacing it by compulsory retirement from service. The first party is entitled to all the service benefits including the superannuation benefits. His period of absence from duty shall be treated as **'not on duty'** and shall be set up against all kinds of leave to the credit of the first party. No order to cost.

(Dictated to PA, transcribed by her, corrected and signed by me on 26th April, 2005).

A. R. SIDDIQUI, Presiding Officer.

नई दिल्ली, 9 मई, 2005

का. आ. 2018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 50/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/52/94-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th May, 2005

S.O. 2018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/94) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 6-5-2005.

[No. L-12012/52/94-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHRAM SADAN" III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560 022.

Dated : 27th April, 2005

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 50/94

I PARTY	**II PARTY**
Shri B. N. Pai, (Since dead) LR—Smt. Meera N. Pai, W/o Late B. N. Pai, Resident of No. 4-6-622, C/o M/s. Vilasini Bandarkar, Behind Saimahal Apartment, 1 Cross, Karangayadi, Mangalore-575 003	The Deputy General Manager, Canara Bank, Circle Office, Post Box No. 227, Mangalore-575 001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/52/94-IR (B-II) dated 11th May, 1994 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Canara Bank, Mangalore in dismissing Shri B. N. Pai, Special Assistant from service with effect from 30-5-1992 is justified ? If not, what relief is the said workman entitled to ?"

2. The first party in his Claim Statement challenged the enquiry proceedings on the ground that they were not conducted in accordance with the principles of natural justice giving him reasonable and sufficient opportunity to defend himself in the enquiry and the enquiry findings on the ground that they were not based on sufficient and legal evidence and the evidence of MW6 (Shri Kamath) relied upon by the Enquiry Officer to prove the first charge levelled against him being self serving ought not have been acted upon by the Enquiry Officer for proof of the said charge. He also challenged the impugned punishment dismissing him from service on various grounds.

3. Whereas, the management contended that proceedings of enquiry were conducted against the first party in adherence of principles of natural justice given him sufficient and reasonable opportunity to defend himself. It was contended that findings of enquiry are well based on voluminous oral and documentary evidence and there was no wrong committed by the Enquiry Officer in relying upon the testimony of MW6 along with other evidence to prove Charge No. 1 levelled against the first party. It further contended that dismissal order passed against the first party was legal and justified and that first party was given reasonable opportunity of personal hearing by the Disciplinary Authority before the impugned punishment order was passed. Keeping in view the respective contentions of the parties as regard the validity and fairness or otherwise of the enquiry proceedings, a Preliminary Issue was raised by this tribunal on the said point calling upon the parties to lead evidence. On the part of the management MW1, the Enquiry Officer as well as another witness as MW2 were examined and documents at Exs. M1 to M26 were marked.

4. Whereas, no evidence was led on the part of the first party as by then he was no more (His LRs are brought on record). After hearing the learned counsel for the respective parties, this tribunal by its order dated 15-10-2004 recorded the finding on the above said Domestic Enquiry issue holding that the enquiry conducted against the first party by the Second Party is fair and proper. Thereupon the matter came to be posted

to hear the learned counsels on merits of the case and after hearing them, the case is posted for award. The case of the first party in attacking the enquiry findings and the order of the dismissal passed by the management as made out in paras 12 to 17 of the Claim Statement (rest of the pleadings are omitted as they related to enquiry proceedings) are as under :—

Para 12 : Admittedly, the cheque for Rs. 25,000 was passed by Shri K. S. Kamath. In the enquiry it was only Shri K. S. Kamath who deposed against the workman. Obviously, his deposition was motivated by self-interest to escape his own liability and responsibility. In fact, Shri B. G. Kashinath had clearly stated in his report and had held Shri K. S. Kamath responsible for the fraud. Pursuant to the complaint made by the bank the police searched the residence of the workman and neither any money nor any valuable was found in the search. The police have also concluded the handwriting of the workman is not found anywhere on the cheque. The finding of guilt recorded by the enquiry officer is based on no evidence, contrary to evidence on record, based on extraneous considerations, relevant material has not been considered. There is no discussion of the defence evidence, no reasons were found in his report and the findings are perverse. There is no evidence whatsoever to hold the workman guilty. Totally mis-directing himself in law and facts, the enquiry officer rendered a perverse finding holding that the charges against the first party are proved. He also issued a notice dated 31-10-90 holding the workman guilty and proposing punishment of withdrawal of special allowance for a period of 3 years. He heard the first party on the question of quantum of punishment on 16th November, 1990. The first party submitted a detailed representation against the findings of the enquiry officer but these were neither considered by the enquiry officer nor by the disciplinary authority since the scope of the hearing proposed by the enquiry officer in his notice dated 31-10-90 was only regarding the quantum of penalty. After the conclusion of the enquiry also, the first party submitted a letter dated 26-7-1991 which was also not considered by the Second Party.

Para 13 : On 6-1-1992, the disciplinary authority issued a notice to the first party that he agrees with the findings of the enquiry officer and that he proposes a punishment of dismissal as against the punishment of withdrawal of special allowance for a period of 3 years recommended by the enquiry officer. This notice is vitiated for two reasons. Before accepting the adverse finding of the workman in holding him guilty the disciplinary authority who was not the enquiry officer did not hear the first party. Had such a hearing been given the first party would have been able to establish that the finding of guilt is perverse, biased and that the enquiry itself has been held contrary to principles of natural justice and that he had no opportunity to defend himself and therefore, the adverse finding of the enquiry officer deserves to be rejected. No such opportunity was given thereby causing grave prejudice and harm to the workman.

Para 14 : The notice proposing penalty of dismissal against the first party is vitiated for yet another reason. Both under the Service Code and under the Bipartite Settlement when the enquiry officer had proposed a penalty and had heard the workman on that proposal, the disciplinary authority has no authority of law to enhance the penalty. The very proposal of the disciplinary authority to have enhanced the penalty is unfair, unjust, contrary to the Bipartite settlement and contrary to the Service Code and cannot be sustained in law. Based on such incompetent and vitiated notice and hearing the Deputy General Manager without application and mind and acting contrary to the norms of fairness and justice imposed the penalty of dismissal against the first party under the provisions of the Service Code.

Para 15 : The prejudice and arbitrariness on the parts of the authorities could also be gauged from the fact that they have recovered almost entire amount the terminal benefits payable to the first party towards so called loss the bank suffered due to the acts on the part of the first party. The first party submits that the report of the enquiry officer suffers from non-consideration of the submissions made by the defence in his written brief, the findings are based on suspicions, surmises and materials which have not come in evidence on record. No reasons are given to disbelieve the defence evidence and defence version. There is no discussion of evidence and on the other hand, the enquiry officer has arrived at the findings first and thereafter proceeded to give reasons without considering the evidence. The order of the disciplinary authority suffers from non-application of mind and not giving any reason. That apart, the punishment imposed is grossly disproportionate to the misconducts proved in the enquiry and it is in the nature of victimization and it cannot be sustained in law.

Para 16 : The first party preferred an appeal dated 6-8-1992 to the Appellate Authority. The Appellate Authority grossly mis-directing himself in law and facts and without considering any of the grounds and facts urged by the first party dismissed the appeal of the first party by a baldy laconic

pre-meditated perverse order dated 10th December 1992 which has been communicated to the first party by an order dated 19th December 1992. The first party submits that the appellate authority failed to consider the appeal in a fair and just manner and no reason was given to reject various submissions of the first party. The order of the appellate authority is pre-meditated, baldy laconic and cannot be sustained in law.

Para 17 : The first party submits that by the illegal order of dismissal from service passed against the first party grave harm, injury, injustice has been committed against the first party. The first party is innocent and he has been falsely framed and unjustly dismissed by the 2nd party management. Wherefore, the first party prays that this Hon'ble court be pleased to call for the records and answer the reference in favour of the first party and hold that the action of the second party in imposing the penalty of dismissal against the first party is arbitrary, illegal, honest and unjustified and give an award that the first party workman is entitled to reinstatement in service with continuity of service and payment of full back wages and all other service benefits and also for award of cost of this reference in the interest of justice and equity.

5. The case of the management in meeting the contentions of the first party made in the aforesaid paras is narrated at Paras 13 to 18 as under :—

Para 13 : That the allegations made at para 12 of the Claim Statement are misleading and untenable. The allegations that the deposition of Mr. K. S. Kamath was motivated by self interest to escape his own liability and responsibility is false and the said allegation is hereby denied. The allegation that Mr. B. G. Kashinath has clearly stated in his report that Mr. K. S. Kamath responsible for the fraud, the misleading and the first party is put to strict proof of the same. The allegation that the finding of guilt recorded by the Enquiry Officer is based on no evidence, contrary to evidence on record based on extraneous consideration, relevant material has not been considered and further allegations that there is no discussion of the defence evidence and no reasons are found in his report and the findings are perverse etc., are all false and the said allegations are hereby denied. The allegation that there is no evidence whatsoever to hold the workman guilty is false and the said allegation is denied. The allegation that totally misdirecting himself in law and facts the enquiry officer rendered a perverse finding holding that the charges against the first party are proved is false and the said allegations are denied. The allegations that the enquiry officer has not considered the representation submitted by the first party during the personal hearing of the enquiry officer is not correct and the said allegations are denied. The other allegations in this said para are not tenable

Para 14 : The allegations mentioned at para 13 of the Claim Statement are misleading and not tenable. It is submitted that after going through the Enquiry Report, proceedings, findings and final report of the Enquiry Officer, that the disciplinary authority desired to deviate from the punishment recommended by the Enquiry Officer and to impose the punishment of dismissal on the first party as such the Disciplinary Authority in all fairness issued the said notice on 6-1-1992 enclosing the findings of the enquiry officer and stating that he agrees with the findings of the enquiry officer but he proposed the punishment of dismissal, as against the punishment of withdrawal of special allowance for a period of three years recommended by the enquiry officer and after affording an opportunity of personal hearing on 10-3-1992 to the first party and his defence representative after taking into consideration the written submissions submitted by them imposed the punishment of dismissal. The allegation that before accepting the adverse findings of the workman in holding him guilty the disciplinary authority who was not the enquiry officer did not hear the first party had such an hearing was given the first party would have been able to establish the finding of guilt is perversed, biased and that the enquiry itself has been held contrary to principles of natural justice and that he had no opportunity defend himself and therefore, the adverse finding of the enquiry officer deserves to be rejected and no such opportunity was given thereby causing grade prejudice and harm to the workman are all misleading and not tenable.

Para 15 : The allegations mentioned at para 14 are misleading and not tenable. It is submitted that the notice proposing penalty of dismissal against the first party issued by the disciplinary authority is valid and it is not vitiated as alleged by the first party in the said para. That the allegation both under the Service Code and under the Bipartite Settlement when the enquiry officer had proposed a penalty and had heard the workman on that proposal the disciplinary authority has no authority of law to enhance the penalty is false and the said allegation is denied and the first party is put to strict proof of the same. The further allegation that the very proposal of the disciplinary authority to have enhanced the penalty is unfair, unjust, contrary to the service code and cannot be sustained in law and false and the said allegations are denied. The other

allegations in the said para that based on such incompetent and vitiated notice and hearing the Deputy General Manager without application of mind and acting contrary to the rules and regulations and also contrary to the norms of fairness and justice imposed the penalty of dismissal against the first party under the provisions of the Service Code are all misleading and not tenable. It is submitted that there is no prohibition or impediment to deviate from the punishment proposed by the enquiry officer and in fact the disciplinary authority has got inheritant right and is competent to arrive at his own decision to impose any punishment which he considers necessary in the circumstances of the case. It is submitted that the punishment proposed by the Enquiry Officer is not binding on the Disciplinary Authority and the Disciplinary Authority can impose any suitable punishment which he considers just and fair in the circumstances of each case. As such the punishment of dismissal arrived at by the disciplinary authority is valid and justified. It is submitted that there ie no prohibition for the said procedure either in the Bipartite Settlement or in the Canara Bank Service Code.

Para 16 : That the allegations made at para 15 of the Claim Statement are not tenable. The allegation that the prejudice is caused at the alleged arbitrariness on the part of the authorities in recovering the said amount is not tenable. The allegation that the report of the enquiry officer suffers from non-consideration of the submissions made by the defence in his written brief and the findings are based on suspicions, surmises and materials which have not come in evidence on record and no reasons are given to disbelieve the defence evidence and defence version and there is no discussion of evidence and on the other hand the enquiry officer has arrived at the findings first and thereafter proceeded to give reasons without considering the evidence, are repetitive in nature and the said allegations are not correct and the same are hereby denied. The further allegations in the said para that the order of the disciplinary authority suffers from non-application of mind and not giving any reasons and further allegations that the punishment imposed is grossly disproportionate to the misconducts proved in the enquiry and it is in the nature of victimization and it cannot be sustained in law are all false and the said allegations are hereby denied and the first party is put to strict proof of the same.

Para 17 : The allegations stated in para 16 of the Claim Statement are not tenable. It is submitted that the appellate authority has given a fair opportunity of personal hearing also at the request of the first party and after considering the appeal, has dismissed the same. The allegation in the said para of the claim statement against the appellate authority that he has not considered any grounds and facts urged by the first party and dismissed the appeal of the first party by a baldy laconic premeditated perverse order and the further allegations that the appellate authority failed to consider the appeal in a fair and just manner and no reason was given to reject various submissions of the first party etc. are all false and the said allegations are hereby denied.

6. In order to appreciate the aforesaid respective contentions of the parties it will be worthwhile to bring on record the very charges of misconduct levelled against the first party resulting into the enquiry findings and then into the impugned punishment order. They are as under :—

Charge No. 1 : Shri B. N. Pai while working as Supervisor in counter No. 3 of SB department of Hampanakatta Branch, Mangalore on 7-9-1987 handed over a cheque for Rs. 25,000 purportedly drawn on SB Account No. 31804 in reality a fictitious account to Shri K. S. Kamath, Accountant for passing. The cheque in question bore all seals/ markings indicating that the cheque having gone through proper channel. Shri K. S. Kamath passed the cheque as impressed upon by B. N. Pai since it was above his power to pass the same.

In the process of tallying the days work by Shri K. S. Kamath the fraud came to light. Shri S. N. Pai denied handing over the cheque. The counter clerk had not received the cheque nor was it debited to any account nor entered in the subsidiary. The cheque in question is a leaf from out of a book issued to Mr. Jayaprakash Pai, which cheque book did not contain this cheque leaf and the said Mr. Pai has denied having issued/signed as the drawer of the cheque and informed that the above cheque leaf was missing from the cheque book issued to him. Shri B. N. Pai was the concerned supervisor of SB Department on 1-7-87. The concerned clerk had not received the said cheque on 7-9-1987 and it was neither debited to any account nor entered in the subsidiary.

It came to light that the above withdrawal was a fraudulent one while tallying SB in the afternoon of 7-9-1987. Bank has reasons to believe that CSE has, by misusing his official position in the bank, fraudulently and dishonestly removed a cheque leaf No. NSCA 6698220 from out of the cheque book bearing No. 6698201 to 6698220 which was in the custody of Mr. B. N. Pai, before issuing the same to Mr. Jayaprakash Rai on 1-9-87, fraudulently caused the same to be drawn for Rs. 25,000 on a fictitious

account as stated above, presented and passed for payment. The said cheque was fraudulently got encashed by the CSE through a third party and the amount was misappropriated by Mr. B. N. Pai.

By his above fraudulent and dishonest actions the charge sheeted employee Mr. B. N. Pai has committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (J) of Canara Bank Service Code. Charge sheeted employees above actions being prejudicial to the interests of the bank he has committed a gross misconduct within the meaning of Chapter XI, Regulation 3(m) of Canara Bank Service Code.

Charge No. 2 : While Shri B. N. Pai, the charge sheeted employee was working at Hampanakatta, Bangalore branch, at his request a cheque bearing No. 300915 dated 29-5-87 for Rs. 3700 drawn by one Shri H. Krishna Shenoy on his SB Account 265 mentioned at Vijaya Bank, Jakribetty, Bantwal branch was discounted to the charge sheeted employee on 29-5-87 and the proceeds were drawn by him by cash. He thereafter remained absent from 2-6-1987 to 19-6-1987. On non-receipt of the realization advice from Bantwal branch within a reasonable time, Hampanakatta, Mangalore branch enquired with Bantwal branch who informed that the relative CDB cheque was not received by them. On verification of the tappal register at Hampanakatta branch, Mangalore it was revealed that the tappal register does not contain any entry for having dispatched the said instrument to Bantwal branch. To meet this instrument the balance in SB Account 265 of the drawer of the cheque at Vijaya Bank, Jakribettu, Bantwal branch on 29-5-1987 was insufficient. The matter was referred to the charge sheeted employee Mr. B. N. Pai who gave another cheque No. 300916 dated 29-5-87 for Rs. 3700 on 10-7-1987 and the said cheque was realized on 13-7-1987.

There are reasons to believe that the CSE, by misusing his official position in the Bank, discounted the cheque for accommodation and that he fraudulently removed/tampered with the said CDB cheque from Hampanakatta, Mangalore Branch in order to prevent it from reaching the destination and being presented at the drawee bank with ulterior motives.

The charge sheeted employee has caused wilful damage to the property of the bank by his aforesaid action, misusing the discounting facility of the bank and in tampering with the CDB cheque, which is the property of the Bank thereby committed gross misconduct within the meaning of Chapter XI Regulation 3(J) of Canara Bank Service Code. By all his above actions the charge sheeted employee has committed gross misconduct within the meaning of Chapter XI, Regulation 3(m) of Canara Bank Service Code.

Charge No. 3 : A, cheque No. 6666799 for Rs. 2,750 was passed for payment by the charge sheeted employee Mr. B. N. Pai, on 28-10-1986 favouring one Shri R. A. Casteline pertaining to SB Account No. 20938 in the name of Shri Anand David Saldana and the signature on the cheque differs from the specimen lodged with the bank. The account holder has denied, having signed the cheque or having received the amount of cheque and a complaint has been given on 19-12-1986 in this regard.

During the investigation conducted in the matter, the CSE has admitted having passed the cheque without verifying the signature. By his above action in passing for payment the said cheque, without verifying the drawer's signature with the specimen lodged in the bank, the charge sheeted employee has been negligent in discharging his duties thereby exposing the bank to financial loss of Rs. 2750 and thus committed gross misconduct within the meaning of Chapter XI, Regulation 3 Clause (i) of Canara Bank Service Code. All his actions being prejudicial to the interest of the bank, the CSE has committed a gross misconduct within the meaning of Chapter XI Regulation 3 Clause (m) of Canara Bank Service Code.

7. Therefore, in the light of the finding recorded by this tribunal holding Domestic Enquiry held against the first party by the Second party is fair and proper, the next important question to be decided by this tribunal would be as to whether the findings of the enquiry suffered from any perversity as alleged by the first party.

8. Learned counsel for the first party vehemently argued that there was no sufficient and legal evidence on record of the enquiry officer, at least, to prove first charge of misconduct levelled against the first party. He submitted that above said witness, Shri Kamath was also separately charge sheeted in committing fraud on the bank in passing the above said cheque of Rs. 25,000 for which amount there was a charge of misappropriation against the first party. He gave evidence before the enquiry office to save his own skin and on the assurance of amnesty given by the management and therefore, his evidence being self serving cannot be found basis for the proof of the charge of misconduct levelled against the first party. He submitted that if evidence of MW6 goes away, then, there is nothing by way of evidence on record to establish first charge levelled against the first party. He also contended that there was no sufficient and legal evidence to prove the Second Charge and the 3rd Charge against the first party

was with regard to the negligence committed by him in passing a cheque and therefore, even if the Second Charge and 3rd Charge are taken to be proved, punishment of dismissal was not warranted. His next contention was that the procedure adopted by the Enquiry Officer as well as Disciplinary Authority resulting into the punishment of dismissal suffered from principles of natural justice and was not in accordance with the provisions of Bipartite Settlement governing the disciplinary action. In this context he submitted that in the instant case the enquiry officer himself after holding the first party guilty of the charges, proposed punishment of withdrawal of special allowance for a period of 3 years and he himself called upon the first party to attend the personal hearing to be conducted by him and therafter submitted enquiry findings along with the proposed punishment to the Disciplinary Authority. He contended that it was none of the job of the Enquiry Officer either to propose the punishment and to hold the personal hearing which was to be done by the Disciplinary Authority itself and doing so the first party including the enquiry findings to him, the first party was denied all reasonable opportunity of hearing to be given by the Disciplinary Authority resulting into miscarriage of justice. Lastly, learned counsel for the first party contended that a separate police complaint for misappropriation of amount involved in the above said cheque was filed by the management with the police and that resulted into filing of 'B' report by the police concerned for the lack of evidence to prove the charges against the first party. Therefore, the Disciplinary Authority ought to have taken into account the above said fact and must not have held any Domestic Enquiry against the first party for the above said charge of misappropriation which apparently appears to have resulted into punishment of dismissal against the first party.

9. Whereas, the learned counsel for the management with equal vehemence argued that none of the three grounds urged on behalf of the first party would help his case in getting rid of the enquiry findings as well as the impugned punishment order. He submitted that enquiry findings would reveal that there was voluminous oral and documentary evidence pressed into service on behalf of the management to prove all the three charges. He submitted that first of all MW6, Shri Kamath was not at all on the list of management witnesses and he was introduced by the management only after the Defence Representative of the first party took objection in that regard. Moreover, it was not the only evidence of MW6 but also other oral and documentary evidence based on which above said first charge was proved against the first party. As regards the procedure adopted by the Enquiry Officer, learned counsel submitted that after the Enquiry Officer submitted his findings with proposed punishment, the Disciplinary Authority also admittedly issued a notice to the first party enclosing the findings of the enquiry proposing the punishment of dismissal as against the punishment proposed by the Enquiry Officer and it is after giving an opportunity of personal hearing to the first party, the dismissal order was passed. Therefore, it cannot be said that there was no opportunity given by the Disciplinary Authority to the first party before punishment order was passed. On the last point learned counsel submitted that criminal proceedings are quite different from the Disciplinary Proceedings and therefore, the result of the criminal proceedings in the acquittal of the person concerned will not come into the way of the enquiry proceedings much less in the case of the first party where no charge sheet was filed by the police resulting into trial of the case and the acquittal of the first party. To support his argument, learned counsel cited a decision reported in 2000 LLR 1158 Kar High Court.

10. After having gone through the records, I do not find any substance in the arguments advanced by the first party. A perusal of the enquiry findings would disclose that the management apart from examining MW6 examined other 9 witnesses and got marked as many as 20 documents in support of Charge No. 1 levelled against the first party. The oral and documentary evidence has been discussed by the Enquiry Officer in the detail taking into consideration the defence taken by the first party and the documents namely, Ex. D1 and D9 pressed into service on behalf of the first party. The Enquiry Officer raised several issues having regard to the first charge and scrutinized the depositions of the various witnesses and the documents produced by the management in coming to the conclusion that Charge No. 1 was proved against the first party. Therefore, the arguments advanced by the first party that evidence of MW6 was the only basis for proof of the said charge and that his evidene could not have been considered, he being also charge sheeted in respect of the above said cheque involving misappropriation of amount is far from the truth. Moreover, enquiry proceedings and enquiry findings would disclose that MW6 was not one of the witnesses to be examined for the management. He was introduced as a witness when DR took objection for non-inclusion of his name as a witness. Therefore, arguments of the first party that there was no sufficient and legal evidence to establish the said charge is without any basis.

11. As far as other two charges of misconduct levelled against the first party is concerned, there was again sufficient and legal evidence to establish those charges. To prove the Second Charge as could be seen from the enqiry findings, the management examined 7 witnesses and got marked as many as 18 documents. In order to substantiate Charge No. 3, the management examined 6 witnesses and got marked as many as 15 documents. By way of defence the first party produced 3 documents to meet charge No. 2 and documents at Ex. D3 to D8 to rebut the Charge No. 3. A careful reading of

the enquiry findings would make it abundantly clear that the learned Enquiry Officer has gone through the evidence produced by the management as well as the evidence pressed into service by the defence. He also appreciated the various contentions raised on behalf of the defence and ultimately came to the conclusion that these two charges were also very much proved by the management.

12. It is now well settled principle of law that findings of the enquiry can be assailed in two circumstances. The first one is that there should not be no evidence at all to be found basis for proof of the charge of misconduct levelled against the delinquent. Second there should not be sufficient and legal evidence. Whereas in the instant case there is ample sufficient and legal evidence discussed and relied upon by the Enquiry Officer giving cogent and valid reasonings in arriving at the conclusion holding the first party, guilty of the charges. Therefore, findings of the enquiry cannot be held to be suffering from any perversity.

13. The next arguments for the first party was that the procedure adopted by the Enquiry Officer in proposing the punishment by himself and then calling upon the first party to attend personal hearing resulted into denial of opportunity of hearing to the first party by the Disciplinary Authority. Undisputedly the Enquiry Officer proposed the punishment of withdrawal of Special Allowance for a period of 3 years and on his asking the first party attended the personal hearing to be conducted by him. However, the matter did not end there. It is again not in dispute that the Disciplinary Authority after receiving the findings from the Enquiry Officer with the proposed punishment, modified the punishment proposed by the Enquiry Officer and then proposed its own punishment of removal from service and accordingly issued a notice dated 6-1-92 to the first party along with the findings of the Enquiry giving an opportunity of personal hearing. Undisputedly personal hearing dated 10-3-92 was held by the Disciplinary Authority being attended by the first party and it is after the above said personal hearing the impugned punishment order was passed. Therefore by no stretch of imagination it can be said that there was any denial of opportunity of hearing to the first party by the Disciplinary Authority before it passed the impugned punishment order. The last contention for the first party by his learned counsel was that when the police concerned filed 'B' report on the complaint filed by the management against the first party for misappropriation of funds involving the said cheque, the management could not have in the first instance held Domestic Enquiry and secondly could not have held guilty of misconduct resulting into the impugned punishment order. It was well argued for the management that enquiry proceedings are altogether different from the criminal prosecution. Acquittal of the delinquent accused in criminal case for lack of evidence or on the ground of benefit of doubt will not obsolve him of a disciplinary proceedings to be initiated against him by the management keeping in view the standard of proof involved in criminal prosecution and in disciplinary proceedings. Their Lordship of Hon'ble High Court in the decision referred to supra reported in 2002 LLR 1158 have made the position on this aspect of the case very much clear. The relevant observations made by their Lordship while dealing with similar question read as under :—

> "Domestic Enquiry—vis-a-vis criminal trial workman guilty of theft was subjected to the disciplinary action—Enquiry held—In addition to the criminal case the theft was also reported—Criminal case resulted into acquittal of the workman—The findings in the criminal case are not binding upon the domestic enquiry.
>
> Standard of prood—In criminal trial and domestic enquiry is different—the disciplinary authority is not found to abide by the findings in a criminal case—The standard of proof in a criminal case is different from standard of proof in an enquiry.
>
> Held : The standard of proof required in a criminal case is different from the standard of proof required in a domestic enquiry. Therefore, the acquittal of an employee in a criminal case on an identical charge will not be automatically binding in a domestic enquiry. All that is required in a domestic enquiry is, it should be fair, reasonable and in conformity with the principles of natural justice.

14. Therefore, in the light of the principle laid down in the aforesaid decision, the contention raised by the first party that he should have been exonerated for the misconduct alleged to have been committed by him in the light of the 'B' report find with Police, must fail. Now coming to the quantum of the punishment, learned counsel for the first party brought to the notice of this tribunal that the first party workman has expired as far back as 1997 and therefore his LRs deserved lenient view from the hands of this tribunal.

15. Whereas, the learned counsel for the management submitted that gravity of the misconduct committed by first party does not give any scope to interfere in the impugned punishment order.

16. Having regard to the facts and circumstances of the case more particularly, the fact that first party is since deceased so also taking into consideration the fact undisputed that the first party rendered unblemished service spreading over a period of 34 years, it appears to me that ends of justice will be met if the punishment of dismissal is replaced with the punishment of Compulsory Retirement, so that LRs of the deceased first party could get some benefits out of the services rendered by him to the management. Accordingly the reference is answered and following award is passed.

AWARD

The impugned punishment order dismissing the first party from service is hereby replaced with the order of Compulsory Retirement. The LRs of the deceased already brought on record shall be entitled to the benefits accrued to the first party by way of his Compulsory Retirement as on the date of the original punishment order dated 30-5-1992. No order as to cost.

(Dictated to PA transcribed by her corrected and signed by me on 27th April 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि बनारस स्टेट बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या आई. डी. सं. 181/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/169/1996-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 181 of 1997) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of The Benaras State Bank Ltd. and their workman, which was received by the Central Government on 9-5-2005

[No. L-12012/169/1996-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute No. 181 of 1997

In the matter of dispute between :

Sri Raj Kumar son of Late Krishna Murari, R/o Mohalla Kilatanki, Rampur Road near 3 bill stand Bareilly

AND

The General Manager, The Benaras State Bank Limited, Sweta Bhawan, Sankatmochan Marg, Lanka, Varanasi.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/169/96-IR (B), dated 2-9-97, has referred the following dispute for adjudication to this tribunal :—

> Whether the action of the management of Benaras State Bank Limited Benaras in dismissing the services of Sri Raj Kumar subordinate w.e.f. 15-2-93 is just fair and legal ? If not what relief he is entitled to and from what date ?

2. It is unnecessary to give full details of the case as after exchange of pleadings between the parties, the workman vide order dated 1-9-2004 was debarred from adducing his evidence as he failed to put in his appearance on the date of hearing. As the workman did not adduce any evidence in support of his case, the representative appearing for the management made an endorsement on the order sheet dated 18-2-05 to the effect that management is also not inclined to adduce any evidence in support of their case.

3. In view of above factual position of the case, it is obvious that virtually it is a case of no evidence, the normal effect of it would be that the workman will not be entitled for any relief as he failed to give his evidence in support of his case and the reference is liable to be decided against the workman.

4. In view of discussions made above it is held that the workman is not entitled for any relief for want of evidence in the case and the reference is decided against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या आई. डी. सं. 108/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2005 को प्राप्त हुआ था।

[सं. एल-41012/89/96-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 108 of 1997) of the Central Government Industrial Tribunal/ Labour Court, Kanpur now as shown in the Annexure, in the Industrial dispute between the employers in relation

to the management of Central Railway and their workman, which was received by the Central Government on 9-5-2005

[No. L-41012/89/96-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute No. 108 of 1997

In the matter of dispute between :

Surender Singh,
President,
Rashtriya Chaturth Shreni Rail Mazdoor Congress,
2/236, Namneir, Agra.

AND

Divisional Railway Manager,
Central Railway,
Jhansi

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-41012/89/96-IR (B), dated 22-7-97, has referred the following dispute for adjudication to this tribunal :—

KYA MANDAL RAIL PRABANDHAK MADHYA RAILWAY JHANSI KE DWARA SRI MOHAN SINGH ATMAJ SRI MOTI RAM PANI WALE KO DINANK 20-4-92 SE NAUKARI SE NIKALA JANA UCHIT AVAM VAIDHANIK HAI ? JABKI KATHITH KARMKAR KIS ANUTOSH KA HAQDAR HAI ?

2. In this case before the award could be dictated the case was taken up for discussion with the officers of the railways in the pretrial meeting of LOK ADALAT and during the course of discussion the officers of the railway management expressed their willingness to appoint the concerned workman Sri Mohan Singh in the services of the railway whereupon the management was directed to file appointment letter on the final day of Lok Adalat on 19-3-05. On the date of Lok Adalat the management appeared and produced appointment letter before the Lok Adalat which was taken on record. In view of aforesaid appointment letter issued in the name of the workman alongwith others, there remains no dispute in the case and the dispute stands settled.

3. Accordingly the reference has virtually become infructuous as the workman has been provided with the employment by the management of railway and the same need not to be answered.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बौंगईगाँव रिफायनरी एंड पेट्रोकेमिकल्स लिं. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गुवाहाटी के पंचाट (संदर्भ संख्या 23(सी)/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-5-2005 को प्राप्त हुआ था।

[सं. एल-30011/56/2002-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 10th May, 2005

S.O. 2021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23(c)/2002) of the Industrial Tribunal, Guwahati as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bongaigon Refinery & Petrochemicals Ltd. and their workman, which was received by the Central Government on 06-5-05

[No. L-30011/56/2002-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 23(c) of 2002

PRESENT :

Shri B. Bora, Presiding Officer, Industrial Tribunal, Guwahati

In the matter of an Industrial Dispute between :

The Management of the BRPL represented by the Chairman-cum-Managing Director, P.O. Dhaligaon.

Versus

Their workman represented by the General Secretary, Bongaigaon Refinery & Petrochemicals Employees Union, BRPL Dhaligaon ? Bongaigaon.

APPEARANCE :

For the Management : Shri K. N. Choudhury, Advocate.
Shri S. Shyam, Advocate
Shri H. Sarma, Advocate

For the workman : Shri A. Dasgupta, Advocate.

Date of Award : 6-4-2005

AWARD

The Govt. of India, Ministry of Labour, New Delhi by a Notification No. L-30011/56/2002-IR(M) dated. 22-10-2002 referred an Industrial Dispute between the Management of BRPL represented by the Chairman-cum-Managing Director and their workman Shri Anil Ch. Das represented by the General Secretary, Bongaigaon Refinery & Petrochemicals Employees Union on the following issue :

> "Whether the action of Management of Bongaigaon Refinery & Petrochemicals Ltd., Dhaligaon in terminating the services of Shri Anil Chandra Das, SSG w.e.f. 31-12-01 is fair, just and legal ? If not, what relief the workman concerned entitled to ?"

On receipt of reference, a reference case was registered and notices were issued both parties calling upon them to file their written statements/addl. written statements and documents, if any. In response to the notices both parties appeared in this court and filed their written statements. Both parties also adduced evidences both oral and documentary in support of their respective cases.

The case of the workman Shri Anil Ch. Das in brief is that :

That the concerned workman Shri Anil Ch. Das permanent employee of BRPL and was working in Grade in the Finance and Accounts Department prior to his removal from service. Throughout his service career he worked with utmost dedication and sincerity and his career was not tainted with any stigma. However he was targeted as the belennoire of the management because of his Trade Union Activities.

That the election to the Legislative Assembly was held on 10-05-2001. The concerned workman on the influence of the Union Members and other persons desired to contest the assembly election from 35 Abhayapuri South (SC) LAC. The workman was further influenced by the decision of the Hon'ble Supreme Court of India reported in AIR 2001 SC 296 upholding a decision of Hon'ble Guwahati High Court whereby it was held that a workman of the Coal India Ltd., is eligible to contest election under the Constitution of India as well as Representation of the People Act, 1951.

That according to Clause 22(43) of the Certified Standing Order inforce participation in an election to any legislative or local authority is a misconduct. However, clause 36 of the said Standing Order further stipulates that any provisions of the Standing Order which is in derogation of any law for the time being inforce shall not operate. The provisions debaring an employee to contest any election is in derogation of the law laid down by the Hon'ble Supreme Court which is the law of the land. The workman was under legitimate and bonafide impression that the Clause 22(43) of the Certified Standing Order in force is inoperative. On 10-4-2001, the workman applied for permission and leave from service for contesting the Election. Initially, Senior Manager (IR) BRPL vide his letter dated 12-4-2001 conveyed that permission could not be granted in view of the relevant provisions of the Standing Order, but subsequently the management of BRPL approved the candidature of Sri Anil Ch. Das to contest in the Election of the State Legislature. For submission of nomination requires that candidate should furnish a certificate from the employer certifying that he is a workman. This certificate was granted by the personnel Manager vide his order dated 21-4-2001. Due privilege leave w.e.f. 19-4-2001 to 15-5-2001 was sanctioned. Returning Officer on perusal of the certificate allowed the workman to contest the election. That apart, this issue was also raised by the Union for due sanction of lien. It was also repeatedly assured that same would be complied with.

That the workman with a bonafide belief and under the impression that he was eligible to contest the election filed his nomination papres on 23-4-2001 on obtaining the Certificate from the employer on 21-4-2001. Moreover application dated 17-4-2001 for review of the order dated 12-4-2001 was pending and no order was passed till that date.

That the last date for withdrawal of nomination was 26-4-2001 and till that date the management did not pass any order on his review application. Accordingly the workman did not withdraw his nomination and went to canvas in his constituency. Surprisingly the Management on 28-4-2001 passed an order rejecting his application for lien and directed that the workman should resign if he wished to contest the election. The workman was at a loss as he was neither in a position to give up his job nor withdraw his nomination as the last date for withdrawal was over. However, the election was over and he lost the election.

That the workman joined his duties after expiry of his leave and continued to perform his duties. The management suddenly vide order dated 30-6-2001 placed the workman under suspension and charge sheeted him. It was, inter alia, alleged that the workman by contesting election to the Assam Legislative Assembly held on 10-5-2001 from 35 South Abhayapuri (SC) LAC committed misconduct under clause 22(1) & 22(43) of the Certified Standing Order.

That the workman replied to the charge sheet on 14-7-2001 and denied the charges levelled against him. He explained the facts and circumstances under which he contested the election. He also explained vividly how he was confused by the action of the management. In his

reply he categorically explained that the order dated 28-4-01 passed by the management rejecting his prayer for lien was passed after the due date of withdrawal of nomination was over and till then he was under a bonafied belief that he would be granted permission. Under such situation he was not in position to do anything as nothing was in his hand.

That the management was not satisfied with his reply and proceeded to hold a departmental enquiry by appointing one Mr. N. C. Barua, a retired District Judge, as the enquiry officer. The enquiry was conducted in gross violation of the principles of natural justice and the workman was not offered with reasonable opportunity to defend. Thereafter the enquiry officer submitted his report holding the workman guilty of the charges levelled against him.

That the management, thereafter, on 6-12-01 furnished a copy of the enquiry report to the workman and asked him to submit any representation within 7 days against the proposed penalty or removal from service. The workman on 11-12-01 requested the management to furnish copies of the minutes of enquiry proceeding, statements of the witness, documents exhibited, names of independent observers who attended the enquiry etc., to enable him to submit a proper representation against the proposed penalty of dismissal from service. The management did not pay any heed to the request made by the workman and on the contrary treated the aforesaid letter as representation and without proper application of mind and whimsically passed the extreme penalty of removal from service vice order dtd. 31-12-01.

That the union states that the management is not at all justified in removing the workman. The workman Shri Anil Ch. Das has prayed for reinstatement with full back wages.

On the other hand, the case of the management in brief is as follows :

That, the management of the Bongaigaon Refinery & Petrochemicals Ltd. (BRPL) has been served with the written statements filed on behalf of the union in the above referred case. However, the said written statements is not accompanied with any documents, list of reliances and witnesses. The union has failed to comply with the aforesaid mandatory provisions, the written statements filed by the union is liable to be dismissed in limine.

That, the management has never approved the candidature of Shri Anil Ch. Das to contest in the election of the State Legislative Assembly as has been allegedly claimed by the union. In this context, it is stated that by an application dated 10-4-01. Shri Anil Ch. Das made a prayer for permission and lien of service for contesting Assembly Election from the Abhayapuri South Legislative Assembly Constituency which was scheduled to be held on 10-5-01. In response to the aforesaid application dated 10-4-01, the management by a letter issued under Reference No. PER/ESTT/0/07638 dated 12-4-01 issued by the Senior Manager (IR) informed the workman that his application dated 10-4-01 requesting for grant of permission and lien for contesting Assembly Election has been duly examined, but such permission could not be granted since taking part in election to any Legislative Assembly or local body is considered as misconduct under the provisions of the Certified Standing Order of the Company as applicable to the workman. Further, the same was also restricted as per the DPE Guidelines.

Then Sri Anil Ch. Das submitted a representation dated 17-4-01 addressed to the Chairman and Managing Director, BRPL in which he categorically stated that he has decided to contest the election and prayed for review of the management's stand on his request for grant of lien for contesting the election. However, as the workman of the company are barred from contesting Assembly election as per Clause 22(43) of the Certified Standing Order of the Company hence the question of granting permission and lien to Shri Anil Ch. Das for contesting election did not arise. As such, by letter issued under Memo No. PER/ESTT/0/07638 dated 28-4-2001 addressed to Shri Anil Ch. Das, the decision of the management on his prayer for review of management's stand and request for granting of lien for contesting election was duly communicated to workman wherein it was categorically stated that in view of the provisions of Clause 22(43) of Certified Standing Order read with DPE Guidelines the BRPL management has already rejected the permission to take part in the election in Legislative Assembly Election. Therefore, the management is unable to grant his letter dated 17-4-2001. The workman was, however, advised that if he still wishes to contest the election, he has to resign from service of the Company.

That, in the meantime, having been aware of the legal position in the matter of contesting election as it relates to the BRPL employees, Shri Anil Ch. Das could apparently understand that it was not possible for the management to grant permission in view of the provisions of Certified Standing Order and, as such to hoodwink the Management's decision, by an application dated 19-4-2001 submitted to the Manager (Finance) Shri Anil Ch. Das applied for 27 days Privilege Leave with effect from 19-4-2001 to 15-5-2001 for attending some urgent personal works.

That, considering the ground mentioned in the leave application dated 19-5-2001, the leave was sanctioned and upon request made by Shri Anil Ch. Das for leave certificate he was given a certificate on 21-4-2001 to the effect that he has been granted leave for 27 days for his personal affairs.

That, subsequently on the basis of the enquiries made with the sub-divisional officer (Civil), North Salmara Sub-Division, Dist. Bongaigaon, the Management of the BRPL came to know that Shri Anil Ch. Das had contested that election from the 35-Abhayapuri South (SC) Legislative Assembly Constituency held on 10-5-01.

That, as per Clause 22(43) of the Certified Standing Order, the aforesaid act on the part of Shri Anil Ch. Das in contesting the Assembly election disregarding the provisions of the Certified Standing Order as well as the order passed by the Management refusing permission, constituted misconduct and as such the said workman was issued a Memorandum of charges-cum-suspension order dated 30-6-01 for committing misconduct on the basis of evidence and material collected by the management.

That, in response to the aforesaid Memorandum of charges dated 30-6-01, Shri Anil Ch. Das submitted a written statements of defence dated 14-7-01 having been found to be completely unsatisfactory, the management had decided to hold an enquiry into the charges levelled against him under clause 25 of the Certified Standing Order of the BRPL and accordingly Shri N. C. Barua, retired District and Sessions Judge was appointed as Enquiry Officer vide order dated 16-7-01. The enqiry Officer has submitted his report dated 22-9-01, it was held that the charges levelled against the delinquent workman were proved and established beyond any reasonable doubt and that Shri Anil Ch. Das had wilfully committed the misconduct of contesting Assembly Election in total disregard and disobedience to the orders of the Management to that effect as well as relevant provisions of the Certified Standing Order.

That, it is submitted herein that the claim of the Union is based on completely false and misleading statements and the Union has miserably failed to make out any case for this Tribunal to interfere with the decisions of the management. Further, from the facts and circumstances narrated above, it would be amply evident and established that the management had all along acted in a fair and reasonable manner strictly in compliance with the provisions of law. The instant case is a clear case of misconduct, which has been established beyond any reasonable doubt, during the enquiry and also admitted by the union and the concerned workman. Therefore, there can not be just and valid ground for interfering with the order dated 31-12-01 removing the workman from his service on account of gross misconduct committed by him. As such, there is no merit in the written statements filed by the union and the same is liable to be dismissed forthwith.

The management prayed for an award in its favour.

Both the sides examined one witness in support of their cases and also proved some documents. Heard the arguments of the learned counsels for the parties and perused the materials on the record.

Let me now scrutinise the evidence of the parties and the relevant provisions of the laws/standing orders before arriving at my decision.

Admitted position is that the workman was an employee of the BRPL while he contested the Assembly Election from 35-Abhayapuri South (SC) Constituency which was held on 10-5-01.

Now the only most point for consideration is : whether the conduct of the workman in contesting the assembly election as stated above amounts to misconduct as per clause 22(43) of the Certified Standing Orders of the BRPL and whether the action of the BRPL in terminating the service of the workman is fair and legal ?

There is no scope for doubt that the workman was working as Accountant Grade I in the BRPL which is a Clerical post.

Now, we are to see whether the workman being an employee in the clerical cadre of the BRPL holds any office of profit under the Govt. of India and thereby disqualified as per Article 191(1)(a) of the Constitution of India and Section 10 of the Representation of the people Act, 1951 ? Article 191(1)(a) of the Constitution provides that a person shall be disqualified for being chosen as, and for being, a member of the Legislative Assembly or Legislative Council of a State if he holds any office of profit under the Govt. of India or any State Govt. Section 10 of the Representation of the People Act, 1951 also disqualified a person from being chosen as member of the Legislative Counsil or Legislative Assembly if he is not an elector of any constituency of the State. The workman's plea is that the Constitution of India has given him the right to contest in any election and the Judgement of the Hon'ble Supreme Court in Poadyut Bordoloi Vs. Swapan Roy AIR 2001 SC 296 has vindicated his assertion. The Hon'ble Supreme Court in the above cited case upheld the judgement of the Hon'ble Gauhati High Court while it held that the rejection of the nomination paper of Swapan Roy in the by-election in Margherita Legislative Assembly Constituency No. 12 held in the month of May & June 1998 was bad. The nomination paper of Respondent Sri Swapan Roy was rejected by the returning Officer on the allegation that he held an office of profit under Govt. of India as he was an employee of the Coal India Ltd. The Respondent challenged the rejection of the nomination paper in the High Court and the High Court held that the rejection of the nomination of the respondent was bad in so far as the respondent was neither holding an office of profit under the Govt. of India within the meaning of Article 191(1)(a) of the Constitution nor was a managing agent, manager or Secretary of any company or Corporation in the Capital

of which the Govt. of India has not less than 25% shares.

In the case in hand, the workman is an employee in the clerical cadre of the BRPL. The BRPL is a Govt. of India undertaking and at present it is a subsidiary company of the Indian Oil Corporation Ltd. (IOCL) after the disinvestment of entire 74.46% of shares of the Govt. of India in favour of the IOCL.

This being the position the case law of the Hon'ble Supreme Court cited above has some bearings in the case in hand.

It is true that the workman has the right to contest the Assembly election but the Article 19 itself has provided for making any law for imposing reasonable restrictions in the interests of the sovereignty and integrity of India, the security of the State, public order decency or morality etc. etc. This being the position the right to contest in an election by an employee is also not an unfettered civil right. It depends upon the nature of works he is required to perform as an employee. If such an employee holds an office of profit he is disqualified from contesting in any election.

In view of the case law in Pradyut Bordoloi Vs. Swapan Roy AIR 2001 SC 296, the workman is not disqualified from contesting the election.

Now, let me examine as to whether the punishment meted out to the workman in terminating his service is fair, just and legal as per Clause 22(43) of the Certified Standing Orders of the BRPL (Ext. 8) to take part in an election to any legislature or local authority amounts to misconduct which entails disciplinary proceeding and punishment mentioned in Clause 24 of the Standing Orders. The punishments as envisaged in clause 24 are of two types i.e. Minor Penalties and Major Penalties. Removal from service is a major penalty. The penalty must be proportionate to the misconduct. One can not be imprisoned for life for committing a minor offence.

In the case in hand there are some mitigating circumstances which should have been taken into consideration at the time of pronouncement of the punishment. The mitigating circumstances are :

(1) The workman had an impression that he had the right to contest in the election in view of the case law in Pradyut Bordoloi Vs. Swapan Roy (AIR 2001 SC 296).

(2) He was a Secretary of the North Eastern Region Oil Workers Co-ordination Committee and he had some role in opposing the Govt. move to make the BRPL a Subsidiary Company of IOCL. Probably the role of the workman was not to the liking of the Management for some reasons.

(3) For submission of nomination a certificate was required from the employer. The workman applied for the Certificate and the management issued the same (Ext. A).

(4) The workman was granted Privilege leave w.e.f. 19-4-2001 to 15th May 2001 was granted by the Management knowing fully well the intention of the workman.

(5) The Review application of the earlier order of the management was not disposed of till the last date for withdrawal of the nomination.

The management is seemed to be not fair in its dealings with the workman who sought for permission to contest the election. It is also true that the workman was also not fair in his dealings. For instance Ext. 4 by which he applied for Privilege leave for 27 days did not make it clear that he wanted leave for contesting election. He applied for leave for attending some urgent personal works and to meet up certain commitments.

This being the position both the parties were not fair enough in their conducts. The management had the knowledge of the intention of the workman while he applied for leave for 27 days or while he applied for a certificate to the effect that he was a regular employee of the BRPL. The management should have clearly refused to grant such leave or certificate. The management can not allow to contest election on one hand and facilitate the workman to do so on the other hand. The conduct of the management is also not fair.

Be that as it may, the action of the management in terminating the service of the workman was in no way fair, just and legal. The punishment was too harsh in comparison to the misconduct in question. The punishment can not be/should not be disproportionate to the offence committed. In my view a penalty of lesser magnitude should have been imposed which would have been sufficient in the case in hand.

The punishment of demotion to a lower post or grade would have certainly been sufficient.

In the result, the reference is answered in the negative and in favour of the workman. The management is consequently directed to reinstate the workman in the BRPL in a lower grade not below the rank of Junior Grade Accountant from the date of termination with all the financial benefits due to such an employee from the date of his termination. The management is directed to carry out these directions within 60 days from the date of award.

Given under my hand and seal on this the 6th April, 2005.

B. BORA, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एम. सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 66/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2005 को प्राप्त हुआ था।

[सं. एल-29012/3/2002-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 10th May, 2005

S.O. 2022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. O. M. C. Ltd. and their workman, which was received by the Central Government on 06-05-05.

[No. L-29012/3/2002-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri N. K. R. Mohapatra,
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 66/2002

Date of Passing Award - 29th April, 2005

Between :

The Management of the General Manager,
Daitari Iron Ore Project of M/s. OMC Ltd.,
At/Po. Talapada, Dist. Keonjhar

1st Party—Management

AND

Their Workman Shri Biranchi Prasad Jena,
Mali, Daitari Iron Ore Project of M/s. O.M.C.
Limited, Keonjhar 2nd Party—Workman

APPEARANCES :

Shri S. K. Satpathy, Dy. Manager (Law).	:	For the 1st Party Management.
Shri Biranchi Prasad Jena	:	For the 2nd Party Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-29012/3/2002/IR (M), dated 11-07-2002 :—

> "Whether the action of the management of Daitari Iron Ore Project of M/s. OMC Ltd., in terminating the service of Shri Biranchi Prasad Jena justified ? If not, to what relief the workman is entitled ?"

2. In short the claim of the workman is that during the period from 28-9-1995 to 31-7-2001 he was engaged continuously as a Mali on daily wage basis in the guest house garden and children park of Daitari Mines of the Management and for that he was provided with a quarter. During these period he used to work daily every month except on Sundays and holidays but was being paid wages for less number of days each month than the actual days of work. It is also claimed by the workman that on holidays he used to work also in the bungalow of General Manager and all the time he was given the assurance by different quarters that he would be regularized in due course of time, but ultimately he was refused work from 1-8-2001 onwards without any advance notice being served or any retrenchment compensation being paid with an ulterior motive to avoid his future regularization. With the above pleadings he has claimed for reinstatement with full back wages as also for recovery of wages for those of the days for which he has not been paid wages during his tenure of service.

3. As against the above the Management has averred that the workman was never engaged as a Mali nor he was provided with any company quarter to attend to the gardens of the guest house and children park. According to the Management on the approach of the workman he was engaged on daily wages basis as and when necessary to assist the regular Mallies to dig pits, for watering the plants and to raise the fence etc. and he was accordingly being paid wages for the actual days of work and that such engagement not being regular or continuous, he had never worked continuously for 240 days in a year and as such his claim is liable to be rejected.

4. On the basis of the above pleadings of the parties the following issues were framed :

ISSUES

(i) Whether the reference is maintainable ?

(ii) Whether the action of the Management of Daitary Iron Ore Project of M/s. O.M.C. Limited in terminating the service of Shri Biranchi Prasad Jena is justified ?

(iii) If not to what relief the workman is entitled ?

ISSUE NO. II & III

5. These issues are taken up jointly for the purpose of convenience.

To prove his continuous employment the workman has filed some documents such as his representation which he had made after he was refused to work (Ext.-1), the written statement of the Management which was filed before the conciliation officer (Ext.-2), the year-wise working statement which the Management had filed before the conciliation officer indicating year-wise working days of the workman (Ext.-2/1), Annual statement of account for the year 1995-96 to 2000-2001 (Ext.-3 series) in support of payment of subscriptions of Employees Provident Fund, Office Order dated 6-6-97 of the Management's decision to treat as a separate group of non-permanent staff to those of the D.R.M.P daily rated employees working for five years as on 31-12-1993 against designated posts (Ext.-A) and a certificate granted to the workman on 31-7-1998 by the then Manager (Admn.) Daitari Mines.

6. On the other hand the Management-1st Party has filed the abstract (xerox copy) of the absentee statement and wage register of April 2001 to July 2001. These documents have of course remained un-exhibited but none the less in his affidavit evidence the workman has relied upon the same to prove his engagement and as such there can be no impediment to use the same by either party.

7. To prove his continuous employment for 240 days in a year the annual statement of accounts (Ext.-3 series) issued to the workman by the Regional Provident Fund Commissioner for the year 1995-96 to 2000-2001 was pressed into services and it was argued by the legal representative of the workman that the same is indicative of the fact of continuous employment of the workman during the year 1995 to 2001. But contribution to E.P.F. scheme being the statutory requirement applicable even to casual/daily contingent workers engaged for few days. It can not be said solely on these documents that a worker was engaged continuously for 240 days in a year without searching for other corroborative evidence.

8. To succeed in a case of the present nature it is to be shown and proved that the workman has worked continuously for 240 days in a year and in case of any break it is to be shown that the same was superficial and was done deliberately by the Management to avoid the rigour of law or to defeat the vigour of law. In his evidence the workman has stated that he used to work continuously every month except on Sundays and holidays but he was paid for less days during the entire engagement period from 28-9-1995 to July 2001. But there is nothing on record to show that he had made attempt to recover the wages of those days for which he was not paid during the above years. Rather his evidence discloses that on his approach some officers of the Management had asked him to wait patiently for his regularization. He has further stated that on Sundays and holidays though he had not worked officially but otherwise had attended voluntarily the residence of the General Manager. These suggests that the workman was engaged on casual work intermittently as claimed by the Management but with the fear of disengagement and with the hope of getting further engagement he used to attend the residence of the General Manager so as to keep him pleased either for his future regularization or for further engagement as daily rated casual worker week after week.

9. The absentee statement and the abstract of the wage register filed by the Management for the month of April 2001 to July 2001 shows that in the month of April 2001 the workman has only worked for 5 days and 20 days each in May and June 2001 and for 25 days in July 2001. As claimed by the Management the workman has admitted in the claim statement that he was engaged for plantation, watering and fencing work which itself suggests that he was engaged for miscellaneous manual work depending upon time to time requirements but not as a Mali as claimed by him. So also his other claim that he used to work through out the month without any break (except on Sunday & Holidays) does not appeal to the conscience. The absentee statement and the abstract of the wage register which are available on record and on which the workman has based his evidence shows that the workman has not been marked absent systematically so as to infer that the said break was superficial. On the other hand the workman has also not claimed that with superficial break he was engaged. His case is that he was paid wages for less number of days than the actual number of working days whereas the absentee statement and the abstract of the wage register for the month of April 2001 to July 2001 shows that he has been paid wages for the days on which he was engaged. Moreover the certificate (Ext.-5) granted by the then Manager (Admn.) on the eve of his retirement does not indicate that the workman was continuously engaged as casual worker as a Mali. Rather it indicates that he was engaged on periodical sanction basis as a casual labour. This certificate is also not a service certificate but from its contents it appears that the same has been granted highlighting his proficiency for further employment purposes. Besides Ext.-2/1 the yearly working statement of the workman, which the Management had filed before the conciliation officer, indicates that except in between January 2000 to December 2000 he had never worked for a total period of 240 days during 1995 to 2001 as a Mazdoor. Therefore, in view of the matter the workman can not be said to be in continuous employment for 240 days in the year preceding the date of alleged refusal of employment and as such the action of the Management is found to be justified and as such these issues are answered against the workman and in favour of the Management.

ISSUE NO. I

10. As the workman was admittedly engaged in a mining establishment to work as a casual labour, the reference is held to be maintainable. To sum up the action

of the Management in refusing to provide further engagement to the workman is held to be proper and justified.

11. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या आई. डी. सं. 119/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/666/98-आई आर (बी.-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 119/99) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 09-05-05.

[No. L-12012/666/98-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. ID 119/99

Shri Ravi Dutt Sharma
C/o Shri P.P. Trikha,
Mori Mohalla Bahadurpur Gate,
Hosiarpur. —Applicant

Versus

The General Manager,
State Bank of India,
Local Head Office,
Sector 17, Chandigarh. —Respondent

APPEARANCES :

For the workman : Shri P. P. Trikha
For the management : Shri P. K. Gupta

AWARD

Passed on 6-4-2005

Central Govt. vide notification no. L-12012/666/98-IR (B.I) dated 4th May 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India in treating Shri Ravi Dutt Sharma as having voluntarily abandoned the services of the bank without issuing any charge sheet and conducting any domestic enquiry is legal and justified ? If not, to what relief is the concerned is workman entitled to and from which date ?"

2. Brief facts of the case are that workman filed claim statement, wherein he gave his correspondence address and not the actual address of India where the Court can issue notice and that to is address of his authorised representative contesting his case in Court. The claim statement is signed by the workman. In claim statement he states that Ravi Dutt Sharma the workman concerned initially appointed on 27-12-1971 and thereafter was confirmed in the year 1974 and become a permanent employee. Thereafter he was transferred to Hosiarpur Branch and his work and conduct was good and he has long service to his credit in the bank. Services of the workman were wrongly terminated on 24-5-94 while posted at ADB Hosiarpur Branch. The workaman left for Canada after getting his leave sanctioned and from Canada he was sending his leave applications as usual. Postal address of Canada was also given to the bank. No notice was ever served on the workman at Canada. The workman raised and industrial dispute before A.L.C(C) Chandigarh and the conciliation proceedings ended in failure. Before raising the industrial dispute, the workman also served a notice on the bank as annexure E. It is further averred that termination of the service of workman was illegal as no charge sheet was served and no departmental enuiry was held, no hearing was granted to the workman and no notice was given to the workman on postal address of Canada. That according to the bank the date of termination is 9-8-96 whereas it is done on 24-5-94 i.e. from back date. Till date no payment of provident fund, gratuity and other benefits were paid to the workman. It is further averred in the claim statement that bank in its written statement before the A.L.C admitted that workman was not terminated from the bank's service but he was treated to have voluntarily abandoned the service w.e.f. 24-5-94 from the date of his unauthorised absence from duty. Workman further averred that he applied the leave in usual manner from time to time and foreign address was also given to the bank. The bank intentionally not given the notice and the copy of notice was not received by the workman and the same was given to A.L.C. along with written statement which itself contradictory i.e. letter of the bank dated 4-5-95. It is also averred that services of a confirmed employee can not be illegally terminated by a simple notice. Along with this claim statement demand notice and one letter from the A.L.C. to Secretary Ministry of labour was sent which is the failure of conciliation report. The workman has annexed one application signed by Ravi Dutt Sharma in which he states that he reported for duty at branch on 7-8-97 after prolonged illness but

he was not allowed to resume duty for the reasons best known to the authorities. In another application he has stated that he reported for duty on 7-10-97 instead of 7-8-97.

3. The management filed written reply stating that claim has no merit and that para No. 1 of the claim though not numbered is admitted to the extent that the petitioner was the employee of the SBI and raised the Industrial Disputes before the A.L.C., Chandigarh. However it is wrong that the petitioner left for Canada after getting the leave sanctioned and postal address of Canada was given to the bank. As regard para No. 3 it is averred in the written statement that voluntary abandonment of the service has been treated from the date of unauthorised absence from duty of the petitioner. No principle of natural justice has been violated. The fact is that while posted as clerk/cashier at ADB Hosiarpur Branch, applicant absented himself from duty since 24-5-94. He was served with the requisite notices at his last recorded address as per service rules which were returned with the remark "left India, returned to sender". Then the notice was published in 3 dailies i.e. The Tribune, Dainik Tribune and Punjabi Tribune on 9-5-96 (copies enclosed). As the workman failed to report for duty, he has been treated to have voluntarily abandoned the bank's service. Since the workman has voluntarily abandoned his services, no departmental proceedings were initiated for taking disciplinary action against him for remaining absent from duty. The workman was not terminated from the bank's service but he was treated to have voluntarily abandoned the service w.e.f. 24-5-94 i.e. from the date of his unauthorised absence from duty. As such no termination order was required to be passed. The workman left India without the permission of the bank to Canada and no postal address was recorded with the bank.

4. Rejoinder was filed on behalf of the workman reiterating the facts as mentioned in the claim statement controverting the averments made in the written statement.

5. In evidence, the workman did not appear for his evidence and on his behalf only one person WW1 Ram Kumar was examined. He filed his affidavit on a very short for evidence. The perusal of the affidavit discloses that this witness WW1 who filed is dated 22-7-2000 in which simply he had stated that he is maintaining saving bank account No. 12041 at ADB branch of SBI Hosiarpur since August 1991. He was often visiting the above said branch for operating his account some time in August, the then manager called him in his cabin and told him that Canada Address of Ravi Dutt Sharma is misplaced some where in the file and requested him to obtain the same and pass on the same to him for official correspondence. Accordingly Canada Address was given to the branch manager. This witness has only given the address of the workman of Canada. The workman did not appear in support of his claim.

6. On the other hand, to prove its case, the management filed the affidavit of one Mr. M. L. Bali Deputy Manager SBI as Ex. M1 from para 2 to 5. In cross-examination he also proved documents Ex. M2 to M4 which are the public notice in three different Newspapers. Ex. M5 is a inland letter sent by Regd. Post at the address of the workman Ravi Dutt Sharma which was returned by the postal authorities "left India, returned to sender" on 27-1-1995. Similarly M6 again is a registered letter addressed to the workman wherein again it is reported that left India. These two registered letters were sent to the address of the workman which was noted in the record. MW states that no benefits were given to the workman till today as he has not demanded. He has no personal knowledge of the case but has filed his affidavit on the basis of the record. Bank has sent the notice on the last known address of the workman. No departmental enuiry was held and no charge sheet was also served.

7. Final arguments were heard. Firstly authorised representative of the workman Shri P. P. Trikha argued orally and also filed written arguments. He admitted at bar that workman never participated in the proceedings in this case at any stage. He used to meet his representative and sign the documents. Representative also belongs to Hosiarpur from the same place and workman is residing at Canada. He also admitted that workman is not residing in India, was not examined and cross-examined in support of his claim. He submitted in arguments that termination of the workman is illegal as no charge sheet was served and no enquiry was held and no retrenchment compensation or other benefits were paid to the workman, while removing his name from the roll of the bank. The workman in his statement of claim submitted that no charge sheet was given to him and no departmental enquiry took place and this fact is also not disputed by the management. It is also not disputed that no notice was given to the workman on the foreign address of Canada of workman. Deputy Manager M.L. Bali also admitted that he had not consulted the leave record. The service of the workman is governed by Sastri Award, Desai Award and Bipartite Settlement and absence from duty is a misconduct and departmental enquiry is must. There is no authenticity of the documents produced by the bank in the Court. Authorized representative of the workman also submitted that services of a confirmed employee can not be terminated by a simple notice and enquiry is must and ouster without hearing is illegal. Standing order on this part is bad if he is not allowed. He has also referred to a judgment 1970 Lab. I.C. 970 Sarjoo Parshad *Vs.* Regional Manager SBI. It is submitted that in this judgment workman was removed from service due to misconduct and simple termination was held to be bad. It is submitted that in view of the provisions of the Sastry Award opportunity is to be given. He submitted that management has failed to prove its case and reference may be answered in favour of the workman and against the management.

8. On the other hand authorized representative of the management Shri P. K. Gupta submitted that it is a very strange case. In this case since the proceedings started, workman never appeared either before the ALC or during the entire proceedings in this Court, he submitted that even the papers appeared not to be signed by the workman as his signatures are not the same as one in the bank's record. He submitted that it is admitted case that Ram Kumar as a customer of the bank and he was produced only witness on behalf of the workman. He was a friend of workman as Ram Kumar and wife Nisha were introduced by the workman and wife Nisha and workman signed on the bank's papers in token of his knowing to the customer. Ram Kumar and wife become holder of the saving bank account. Even documents filed on the record his signatures on claim statement, authority letter of the authorized representative, rejoinder and on other application are different. But to the bad luck of the bank, who was not being represented through regular advocate could not point out at relevant time in Court. It is not disputed that the workman never appeared in any proceedings in India, in this case either before the ALC or before this Tribunal-cum-Labour Court. He is contesting this case sitting in Canada. He has never come to India. He submitted that workman is well settled in Canada and he left India without any intimation to the bank and absented from 24-5-94. Workman left Canada and postal address of the Canada was not given to the bank and that it amount to voluntary abandoning the service and it has been treated so, no principle of natural justice has been violated.

9. That true facts of the case are that while posted as clerk/cashier at ADB branch, he absented from duty since 24-5-94. He was served with registered notice at his last recorded address with the bank which was returned with the remarks of the postal authorities 'left without address' return to sender. Even thereafter when the workman failed to resume duty he was treated to have voluntarily abandoning the service w.e.f. 24-5-94. Since the workman voluntarily abandoned his service, no departmental proceedings were initiated for remaining absent from duty. He also referred to a judgment of the Hon'ble Supreme Court 2000 Lab. IC 2326 in Syndicate Bank *Vs.* General Secretary, Syndicate Bank Staff Association and another. He submitted that in this case the bank employee absented himself from duty for the period of 90 or more consecutive days. The bank sent show cause notice to report for duty before mentioned date failing which he would be deemed to have been voluntarily retired from the bank's service for his continued absence. The said notice was sent by registered post but it was returned with the report of the postal authority that he refused to receive the same. The bank by virtue of Clause 16 of the Bipartite Settlement treated the employee as having voluntarily abandoned his services. This order was also sent to the workman under registered cover but was returned with the endorsement not found during delivery time. Industrial dispute was raised. The Tribunal was of the view that since the bank did not examine the postman that the employee refused to accept the same, it could not be said that there was service of the notice to him, therefore, the bank in the circumstances could not invoke the provisions of Clause 16 of the Bipartite Settlement and the workman was ordered to be reinstated and the Hon'ble High Court also upheld the order.

10. But Hon'ble Supreme Court held that notice was sent on the correct address of the delinquent and it was received back with the postal endorsement "refused". a clear presumption arose in favour of the bank and against the delinquent. Yet the Tribunal held that no notice was given to him as postman was not produced by the bank. This would be rather in incongruous finding by the Tribunal. The bank has followed the requirements of Clause 16 of the B.P. Settlement. It rightly held that delinquent has voluntarily retired from the service of the bank. Under these circumstances it was not necessary for the bank to hold any enquiry before passing the order. An enquiry would have been necessary if delinquent had submitted his explanation which was not acceptable to the bank or contended that he did report for duty but was not allowed to join by the bank. Nothing of the like has happened in this case. Assuming that the enquiry was necessitated, evidence led before the Tribunal clearly showed that notice was given to delinquent and it is he who defaulted and offered no explanation of his absence from duty and did not report for duty within 30 days of the notice as required in Clause 16 of the B. P. Settlement. Thus undue reliance on the principles of natural justice by the Tribunal and even by the High Court led to miscarriage of justice as far as bank is concerned. There was no occasion for the Tribunal to direct that delinquent be reinstated in service or for that High Court not to have exercised its jurisdiction under Article 226 of the Constitution to set aside the Award.

11. The requirement of principles of natural justice which are to be observed (1) workman should know the nature of complaint or accusation, (2) an opportunity to state his case, and (3) the management should act in good faith and there are two essential elements of natural justice which are (a) No man shall be judge in his own cause; and (b) no man shall be condemned without being heard and these two principles have been expanded e.g. a party must have due notice when the Tribunal will proceed; Tribunal should not act on irrelevant evidence. If the Tribunal consists of several members, they all must sit together at all times. Tribunal should act independently and should not be biased against any party; its action should be based on good faith and order and should act in just, fair and reasonable manner. The appellant bank was granted leave to appeal under Article 136 of the

Constitution against the order of the Hon'ble High Court. The appeal was decided in favour of the bank.

12. In the present case law referred is fully applicable there is clear undisputed evidence that workman had left India and that he is residing in Canada, but he did not prove that he gave the address of Canada to Bank and notices sent to the workman on his recorded address with the bank received back with the remarks of the postal authorities and it is proper service. While summing up his arguments he submitted that as the workman himself abandoned his service without any notice/application to the bank w.e.f. 24-5-94 and thereafter till today he did not come to India to the knowledge of the bank and never appeared before the bank, case of the workman that he should have been given an opportunity, an enquiry should have been held is meaningless because he was not in India and address of the workman is also not known to the bank. He further submitted that workman did not appear in the Court to prove his claim. He is well settled in Canada. The workman failed to prove that he did not absent from the bank and he is ready to face the charge-sheet and was living in the city of Hosiarpur. Non filing of his affidavit and non appearance of the workman in the court even for his evidence, it can not be said that the workman has proved his claim. The evidence of WW1 Ram Kumar is only to prove that he is a customer of the bank certainly a friend of the workman deposed that he has given address of Canada of the workman to the branch manager. It is concocted story and in all probability appears to be false. The workman mentioned in the claim statement in a very evasive manner that workman left Canada after getting his leave sanctioned. He did not mention in his claim that when he left, when applied for leave with permission to leave India and for which period, date of application not given, whom he applied for leave and who had sanctioned his leave. And he even did not file any copy of the application. He also states in the claim that postal address of Canada was also given to the bank. He did not mention so to whom he has given the postal address of Canada, whether he just threw these applications etc. and whether he obtained receipt from the bank of these documents, no detail has been given by him in his claim statement, it proves that it is a false and concocted story. The workman states in unnumbered para 3 of his claim statement "that the workman applied for leave in usual manner from time to time, the foreign address was also given to the bank. The bank intentionally avoided notice, if any, on notified address. The copy of notice was received by the workman".

13. It clearly proves that he taken stand evasively no application for grant of leave was ever given/submitted by the workman to the bank. Had he given, he must have given on any date and for how many days leave and to whom, it was given. It clearly proves the case of the bank that the workman never applied for leave and never gave his foreign address and not coming to the bank from 24-5-94 since this date he is in Canada. Learned authorized representative of the workman also admitted in the arguments that he never kept copies of entire record duly received by the bank which was submitted to the bank for sanctioning of leave etc. whrein Canada address was also given those applications, it is fault of workman.

14. Learned authorized representative of the management further submitted that from the above submission it is quite clear that in this case controversy is two fold, first workman left India duly with sanctioned leave and thereafter was sending leave applications for further extension of leave from time to time and that he did not abandoned his service and it is the bank who terminated his services. On the other hand the case of the bank is that after 24-5-94 the workman absented and thereafter he did not appear in the bank at any stage till today from 24-5-94 and he did not give the address of Canada and that is why different notices were sent at his last known address. Further it is the case of unauthorized absence and by no denial it can not be said that he was not absent from duty. The workman remained unauthorized absent from 24-5-94 and notices were coming back and considering that he has remained absent till today, he did not come to branch for joining his duties and in view of the Hon'ble Supreme Court Judgment, it only amount to abandonment of his duties and no opportunity is to be given to him in any manner and accordingly reference may be answered in favour of the State Bank of India and action of the management in treating Shri Ravi Dutt Sharma as having voluntarily abandoned the service without issuing any charge-sheet and conducting any domestic enquiry be declared as legal and just. Reference may be decided in favour of the management.

15. In view of the above submissions of both the parties and my perusal of oral evidence and documents, I have found that it is undisputed that workman is not residing in India since 24-5-94 and some time coming to India to meet his authorized representative. He neither appeared in this Court as witness to prove his claim nor took part in any proceedings and never appeared in Court.

16. I agree that in nut shell the controversy is described by learned authorized representative of the bank in this case controversy is two fold, firstly as per workman he left India with duly sanctioned leave and thereafter was sending leave applications for further extension of leave from time to time and that he did not abandon his service and it is the bank who terminated his services. On the other hand the case of the bank is that after 24-5-94 the workman absented and thereafter he did not appear in the bank at any stage till today from 24-5-94 and he did not give the address of Canada and that is why different notices were sent at his last known address. Further it is the case of unauthorized absence and by no denial it can

not be said that he was not absent from duty. The workman remained unauthorized absent from 24-5-94 and notices were coming back and considering that he has remained absent till today, he did not come to branch for joining his duties and in view of the Hon'ble Supreme Court Judgment, it only amount to abandonment of his duties and no opportunity is to be given to him in any manner and accordingly reference may be answered in favour of the State Bank of India and action of the management in treating Shri Ravi Dutt Sharma as having voluntarily abandoned the service without issuing any charge sheet and conducting any domestic enquiry be declared as legal and just. Reference may be decided in favour of the management.

17. To prove it, workman did not appear in witness box to prove his claim and rather WW1 Ram Kumar is a customer of the bank having saving account opened at the introduction of workman and a friend of workman was examined for workman.

18. This evidence is only to the extent that he gave some time to bank management, the Canada address of workman. I am of the considered view that in the absence of non-examination of workman by himself in Court to prove his claim, that he applied for a leave from 24-5-94 for going to Canada for some definite days on a particular date in 1994 which was duly sanctioned by the bank and had left to Canada after obtaining the permission from his employer and thereafter had sent a fixed number of leave extensions applications from Canada to bank and even no document to prove these facts of claim were filed in Court and workman tried to remain away and avoided to be present in Court to face cross-examination. No much reliance can be placed on the evidence of WW1 Ram Kumar who admits he was acquainted with workman. Further the evidence of the WW1 is to corroborate the facts that workman gave the Canada address and bank lost it. Non-examination of the workman himself to prove the claim and the fact that he gave Canada address to bank in his leave application which was duly sanctioned, but workman never appeared himself to prove his claim. So this evidence on this short point corroborative in nature is meaningless when there is no substantive evidence of workman on record. Further workman did not prove any document at all even through WW1.

19. In view of above, I hold that there is no evidence brought in the Court of workman to prove its claim. Therefore workman failed to prove that he applied for some fixed days of leave from a particular date i.e. 25-4-94, gave the Canada address in it and it was duly sanctioned with permission to leave India for Canada and that he further applied for extension of leave up to which period at the last. Therefore, the management has successfully proved that the action of the management of State Bank of India in treating Ravi Dutt Sharma as having voluntarily abandoned the service of the bank without issuing any charge sheet and conducting any domestic enquiry in view of Hon'ble Apex Court Judgment referred by the bank 2000 Lab. I.C. 2326 (Supreme Court) is just and legal and the law referred by the workman is not applicable with due apology to My Lordships as is on some different fact and law. Therefore, the management succeeds. Reference is accordingly answered in favour of the management of State Bank of India. Central Govt. be informed accordingly. File be consigned to record.

Chandigarh
Dated 6-4-05 RAJESH KUMAR, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या केस सं. 155/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2005 को प्राप्त हुआ था।

[सं. एल-41012/97/96-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 155/97) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 9-5-2005.

[No. L-41012/97/96-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. 155/97

Sukhnandan Son of Shri Kundan Lal,
Block No. 346/6,
Railway Colony, Ambala Cantt.,
Ambala ....Applicant

Versus

The Divisional Rly. Manager,
Northern Railway,
DRM Office,
State Entry Road,
New Delhi .....Respondent

APPEARANCES :

For the workman : Mrs. Krishna Sharma
For the management : Shri N. K. Zakhmi

AWARD

Passed on 1-4-2005

Central Govt. *vide* Notification No. L-41012/97/96-IR (B.I) dated 22nd of July 1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Northern Railway, Divisional Railway Manager, New Delhi in terminating the services of Shri Sukhnandan casual Labour Fitter w.e.f. 6-7-76 is just fair and legal. If not what relief is the concerned workman is entitled to and from what date ?"

2. Workman Sukhnandan filed his claim statement on 3-2-2000 stating that he was engaged as casual fitter on 21-9-74 to 5-7-76 on daily wage basis with the Chief Telecom Inspector, Office of DRM Northern Railway, Baroda House, New Delhi and continued to work in the same capacity till 5-7-76. The applicant has got 516 days of regular service but the services of the workman were terminated without any cause arbitrarily whereas the other casual workers terminated earlier were re-appointed/ regularized. He made number of representations for his re-appointment/regularization and made personal visits but of no avail.

3. After great efforts workman at last called for screening interview held at Rohtak (Haryana) on 6-3-90. The said interview was conducted by APO (G) Shri Madan Sain APO and two dealing assistants namely Satish KumarAhuja and Mr. Arora for re-employment/ regularization of terminated workmen. In the said interview the applicant was declared selected with other 16 workmen. The applicant was asked to collect the papers of medical examination from DRM Office after one week. The applicant workman visit the DRM Office and he was asked to pay a sum of Rs. 15000 as illegal gratification by Satish Kumar Ahuja if the applicant is interested in early appointment. The workman has arranged Rs. 5000 and promise to make balance payment within three/four days. The workman could not arrange the balance and met Satish Kumar Ahuja to plead that he will pay the amount after getting appointment but Mr. Ahuja did not agree and threatened that he will see that the applicant did not get appointment. The applicant approached the DRM Office but Mr. Ahuja was very much annoyed for not receiving the amount and took the selection list forcibly from the workman and torn the papers in the office and also destroyed other papers concerning the workman and told that he will see that workman do not get employment in Railway Department. That after the above mentioned incident all other employees got appointment letter whereas the workman was totally ignored on account of displeasure of Mr. Ahuja. That the workman has knocked the doors of the higher authorities but of no avail. He met DRM on 28-5-93, General Manager on 21-6-93 and also wrote to Vigilance (NR) on 5-7-94. That the applicant did not receive any justice and hence approach this court.

4. The management filed written statement denying all the allegations made in the claim statement and also raised preliminary objection that the petitioner was engaged on casual basis from 31-1-75 and worked up to 5-7-76 in broken spells and not from 21-9-74 as alleged and his employment was casual and he was not re-engaged from 5-7-76 till the screening of casual labour. The factual position was that it was decided by the management *vide* letter dated 16-2-90 to conduct screening of casual labour and substitute khalasi who have completed 120/180/360 days continuous service on 31-7-1988 and the candidates mentioned at item No. 1 to 30 were called to appear before the screening committee on 6-3-90 and the result of the screening was issued *vide* letter No. 220-E/488/P3. The petitioner who had already worked as casual labourer from 31-1-1975 to 5-7-1976 for 466 days in the broken spell was not allowed to appear in the screening after a gap of 16 years as he was not working on the crucial date i.e. 31-7-1988, since he was not working after 5-7-76 till the date of screening, the question of calling the workman after a period of 14 years does not arise. It is further pleaded that present reference is bad, belated and factual position is that the petitioner had worked from 31-1-1975 to 5-7-76 intermittently and thereafter he was not engaged, raising the demand notice after 20 years and hence the claim should be dismissed on the ground of delay and latches. It is bad in law for misjoinder and non-joinder of the parties and the workman has failed to implead proper parties. The petitioner has abandoned his job and did not turn up for duty after 5-7-76. Since the management has not terminated his services, the present reference deserves to be dismissed.

5. On merits it is pleaded that it is a concocted story and workman was never called for interview and just to impress, he is making false story of bribery. More over Mr. Ahuja was not the incharge and he was only the dealing assistant. It is submitted that workman case is false and fabricated.

6. Workman also filed rejoinder wherein he reiterated the same facts as of the claim statement.

7. In evidence workman filed his own affidavit and also examined himself. The management also filed the affidavit of Mr. Vijay Sharma and produced him as management's witness. Petitioner and the witness of the management Vijay Sharma was cross-examined at length by the counsels.

8. Final arguments heard. Learned counsel Smt. Krishna Sharma for the workman submitted that action of the management Northern Railway DRM in terminating the services of the workman w.e.f. 6-7-76 is not just and fair, it is illegal. But learned counsel for the management in arguments submitted that although the services of the workman were terminated on 5-7-76, the workman raised the demand notice after 20 years in 1996 solely on the ground that in the year 1990 the workman made efforts

and on the basis of his efforts he was called for interview in screening committee and that he was selected. Thereafter he was asked to take his medical papers for his medical examination necessary for regularization but due to greed of an employee Mr. Satish Kumar Ahuja who demanded Rs. 15000 which he could not pay, he was not appointed and he did not allow him to succeed. Learned advocate submitted that though cause of action arose to the workman on the day of interview i.e. 6-3-90 when he was called for screening interview at Rohtak and he appeared and he was not allowed to be appointed despite he was successful in the interview. The management is wrongly refuting his case that he was not even called for interview. Learned counsel also submitted that at that time interview letter and other official documents which were in the possession of the workman were forcibly snatched by Mr. Ahuja and torn and destroyed and he was not allowed to lift those torn papers even. He made police complaint but he did not examine any one to prove the police complaint. He stated so in his affidavit as well as in the cross-examination on oath that he was called for screening and denied the sugggestion of the management. He submittred that as cause of action arose to the workman in the year 1990 it is not belated and thereafter workman proved his case and hence he may be treated at par with other who were appointed on the basis of interview of 6-3-1990 with all relief.

9. On the other hand learned counsel Shri N.K.Zakhmi for the management submitted that it is false and concocted case. Firstly he referred to the evidence of the workman. He submitted that workman himself has admitted in evidence that as per his identity card slip, he worked from 31-1-1975 to 5-7-76 (Ex. W2). He also admitted that he has not worked except for the period mentioned in Ex. W2. He raised demand notice in the year 1996 after 20 years. He admitted that his name was not in existence in Ex. M1 is the seniority list of the selected candidates. It is correct that he was not on roll on 5-7-76 till that date. Learned counsel for the management further argued that management examined MW1 Vijay Sharma who proved by his oral evidence as well as from document that the workman was engaged w.e.f. 31-1-1975 to 5-7-76 only. As there is no interview conducted for casual labour working in years back he was not called for interview. As per record of Rly. since workman has never qualified for the mandatory period, he was not called for screening. The workman has worked intermittently up to 5-7-76 only. Screening criteria was changing as per the orders of the Hon'ble High Courts and was different from time to time. At the time of the workman alleged claim, screening time was 360 days and it is also mentioned that as per Ex. M7 casual labour and substitute khalasi who have completed 120/180/360 days as continuous casual labour service were only eligible to be called for screening. Learned counsel for the management also referred to the document Ex. M1 which is the criteria for calling the workman for screening. As per this document the workmen who were on the roll on 31-12-1988 were called for interview and workman was not on the rolls. Ex. M2 is the document of working days and it clearly shows that workman worked upto 5-7-76 Ex. M3 is also a document which on the complaint of the workman reply was given by Mr. Madan Sain to New Delhi Headquarter that workman worked w.e.f. 31-1-1975 to 5-7-76 as casual labour and since 6-7-76 he is not working in Rly. Admn., there is no question for calling him after 14 years for screening interview. He also referred to the other documents and pleaded that workman has no case and reference should be rejected.

10. Further learned counsel for the management Shri Zakhmi submits that in this case, the reference to be adjudicated is "Whether the action of the management of Northern Railway, Divisional Railway Manager, New Delhi in terminating the services of Shri Sukhnandan casual labour Fitter w.e.f. 6-7-76 is just fair and legal. If not what relief the concerned workman is entitled to and from what date ?" And this learned court is to answer whether termination of services of the workman w.e.f. 6-7-76 is just and legal or not whereas claim of the petitioner is something else. He seeks regularization in view of the alleged cause of action in favour of the workman as alleged on 6-3-90 when as per workman he was called for interview in Rohtak for screening interview, he was selected called for his medical and thereafter due to illegal design of assistant Satish Kumar Ahuja as he could not grease his palms, he torn all his papers and he was not appointed. The management's stand is that the present story is concocted, false and fabricated just to cover the delay of 20 years as his stand was that he was not appointed on the post for which the interview was held at Rohtak on 6-3-90 by Shri Madan Sain APO(G). He has not brought any evidence in support of his contention and rather the management has proved its case that as he did not appear and took a legal recourse for 20 years after alleged date of his termination on 6-7-76. The management has proved successfully that as per the policy it was for the workmen who were working under the management in 1988 and were eligible as per criteria they were called for interview and there was no question of calling the workman as he left the service 12 years back in the year 1976 and thereafter did not approach for work. Hence workman failed to prove its case and rather has taken two contradictory stand to each other.

11. In view of the above submission made by the learned counsel for the parties and the oral evidence produced on record and documents. I found that undisputedly the workman has worked upto 6-7-76 and thereafter as per workman, cause of action arose on 6-3-90 when he was called allegedly for screening interview at Rohtak in which he was successful and was called for medical but as he could not pay bribe, he was not appointed

due to illegal design of S. K. Ahuja an assistant in DRM Office Northern Railway.

12. I have found that even from the claim statement of the workman, the cause of action arose on 6-3-90 when he was called for screening interview held at Rohtak conducted by Madan Sain APO(G) for re-employment/ regularization of terminated workmen. Allegedly as per workman he was declared successful along with other 16 workmen and the plea of the workman is that he could not produce any documents to prove his case as documents were torn, when he went to the officer of Mr. S. K. Ahuja, requesting him to defer the payment of bribe money to him. I have also found that management has produced evidence on these points and admittedly the screening interview was held at Rohtak on 6-3-90 and also refer to the document Ex. W6 which is a complaint made by the workman to the Railway wherein he alleged that he appeared for screening interview on 6-3-90. His services were terminated in the year 1976 on the expiry of sanction and in this complaint he nowhere state that he was selected as mentioned in para No. 2 of his claim statement. In this complaint he has stated only that he worked from 21-9-74 to 5-7-76 and his services were terminated on the expiry of sanction. Thereafter he was approaching every now and then but was not taken on job. Recently on being directed to Rohtak, he appeared for the selection on 6-3-90 and was made to wait till evening and in the evening he was asked to come the following day, then after a week and then 10 days and now whenever he approached them, he was shouted out and threatened. He worked for 466 days earlier and the recent policy of the Government, he may be appointed. As per this letter dated 14-2-1991. I find nowhere that when he was selected along with 16 other persons. This letter Ex. W6 he himself proved in the court. The management also filed Ex. M1 wherein from the perusal of this document it is clear that in the Railway department, a date has been fixed for 6-3-90 at Rohtak for screening and criteria has been fixed in this letter that all employees working as on 31-12-1988 and who were scrutinized as per their seniority, their names will be considered. On the complaint of the workman a reply was sent vide Ex. M3 wherein it is written that as workman did not work and his appointment was only upto 6-7-76, no question arises of calling him for interview and this reply was given by Mr. Madan Sain who as per workman was interviewing authority. His name was not mentioned in the successful persons. The management also produced documents Ex. M6 wherein a certificate was given that name of Sukhnandan son of Kundan Lal does not stand in Live Casual Labour Register of the department; Criteria of selection was also given in Ex. M7 and list of candidates called for interview of 33 workmen were given wherein the name of the workman is not there. From the above document it is clear that workman did not work for about 14 years and after 20 years made a cause of action that on 6-3-90 i.e. the day of interview at Rohtak, I am of the considered view that workman badly failed to prove that the action of the management in terminating his services w.e.f. 6-7-76 is not just and legal and by his complaint Ex. W1 he has himself sent a letter to the management that as sanction was expired, his services were terminated. He has contested his case on two alternative pleas. that he was illegally terminated on 6-7-76 and at the same time that his name was called for interview to be held at Rohtak on 6-3-90 and he was declared successful along with other 16 persons. He could not prove that he was declared successful rather his complaint Ex. W6 wherein he has mentioned that he was selected on 6-3-90. his entire story or plea that he was declared successful and that because of non production of documents he could not be appointed appears to be not trustworthy. As regard reference is concerned, I am of the considered view that that as per Ex. W6 which the workman himself written a complaint to the management submits that his services were terminated at the expiry of sanction and more than this he did not say anything to prove the reference in his favour and rather contested this case on another ground. I am of the considered view that workman failed to prove that the action of the management of Northern Railway, Divisional Railway Manager, New Delhi in terminating the services of Shri Sukhnandan Casual Labour Fitter w.e.f. 6-7-76 is not just not fair and legal.

13. In view of the above documents and evidence on record produced by the management, I am of the considered view that management has successfully proved that the workman was not within the eligibility criteria so there was no question of calling him for interview and that he was not called for interview, there was no question of declaring him selected. The workman also failed to prove that he was called for interview on 6-3-90 at Rohtak for screening interview and that he was declared selected by the interviewing officer Shri Madan Sain APO(G), as this was not an issue, the reference was also not on this point as I have already held above while adjudicating upon the reference sent by the competent authority, hold that the action of the management of Northern Railway, Divisional Railway Manager, New Delhi in terminating the services of Shri Sukhnandan Casual Labour Fitter w.e.f. 6-7-76 is just fair and legal. And the workman is not entitled to any relief. The reference is answered against the workman accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहयाद्री ग्रामीण

बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या सी.आर.सं.-70/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/18/99-आई आर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Sahyadri Gramin Bank and their workmen, which was received by the Central Government on 09-05-2005.

[No. L-12012/18/99-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 21st April, 2005

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 70/1999

I Party	**II Party**
Sh. S. Sreedhar, C/o C.S. Ramdas, 673-Padmanjali, 15th Main, 39th Cross, T. Block, Jayanagar, Bangalore-560 002.	The Chairman, Sahyadri Gramin Bank, Head Office K.V. Venkataramaiah Road, Shimoga-577 201.

APPEARANCES

I Party : Sh. C. S. Ramdas, Advocate

II Party : Sh. T. R. K. Prasad, Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/18/99/IR (B-I) dated 10-05-1999 for adjudication of the following schedule :

SCHEDULE

"Whether the action of the management of Sahyadri Gramin Bank in dismissing Shri S. Sreedhar, Jr. Clerk from the service w.e.f. 11-8-88 is justified ? If not to what relief the workman concerned is entitled ?"

2. The I party in his claim statement challenged the Enquiry Proceedings, the findings of the Enquiry Officer and order of the Disciplinary Authority dismissing him from service raising various contentions to which I would like to come a little later. On the basis of the respective contentions of the parties about the fairness and validity or otherwise of the Enquiry Proceedings, this tribunal raised a preliminary issue on the said point calling upon the parties to adduce their evidence. On the above said issue the management examined Enquiry Officer as MW-1 and got marked the documents at Ex. M-1 to Ex. M-12. There was not cross-examination of MW-1 on behalf of the I party and he also did not lead his rebuttal evidence on the point. After hearing the learned counsel for the II party (I party and counsel remained absent on the date of hearing), this tribunal by its order dated 23-03-2005 recorded a finding that the enquiry conducted by the II party against the I party is fair and proper. Thereupon the matter came to be posted to hear learned counsels on merits of the case. On 30-03-2005, when the matter was taken up for arguments on merits. Once again the I party and his counsel remained absent and after hearing the learned counsel for the II party, award is being passed.

3. Keeping in view the finding recorded by this tribunal on the above said preliminary issue holding that the enquiry against the I party by the II party is fair and proper, the next two questions to be considered would have been about the perversity of the Enquiry Findings and quantum of the punishment awarded against the I party. As noted above, learned counsel for the I party was not available to advance his arguments on the above said two points when the matter was taken up for hearing. Now coming to the contentions of the I party he challenged the Enquiry Findings solely on the ground that they were not passed on sufficient and legal evidence and the witness who was examined for the management to prove the charges of misconduct against him was not reliable as his evidence before the Criminal Court in the case of alleged misappropriation of funds against him was discarded by the Criminal Court and he was acquitted for the charge of misappropriation of funds alleged against him and the charge-sheet was filed against him on the basis of the complaint filed by the II party bank itself. His next contention was that after he was acquitted from the charge of misappropriation in C.C. No. 448/89 by the judgement of the Court dated 09-12-1995 he had made a representation dated 12-03-1996 to the Chairman of the II party Bank to reinstate him into service as he was acquitted from the charge of misappropriation by the competent court of law, however, his request for reinstatement was not considered by the Management, therefore, he had to move to High Court challenging the punishment of dismissal and his Writ Petition was

disposed of by the court with a liberty to the I party to pursue other remedies available under the law, then he raised an Industrial Dispute before Assistant Labour Commissioner (Central), Hubli and since the conciliation proceedings failed reference on hand is made to this tribunal.

4. Whereas, it is the case of the II party that the findings of the Enquiry Officer cannot be challenged by the I party at this juncture, inasmuch as, they did not suffer from any perversity since the Enquiry Officer after having taken into consideration the plea of the guilt made by the I party, his letter admitting the guilt of charges written to the Management in response to the charge-sheet and taking into consideration the oral as well as documentary evidence produced before him submitted those findings. The management contended that the circumstance of the acquittal for the I party from the charge of misappropriation by the Criminal Court has given no right to the I party to seek his reinstatement, as Criminal proceedings against the I party and the Enquiry Proceedings initiated against him stand on two different footings.

5. He also contended that as on the date of reference, i.e., in the year 1999 there was no existence of dispute at all and the reference on hand is liable to be dismissed for the reason of an inordinate delay in challenging the punishment order. He also contended that the dismissal order had become final inasmuch as I party did not exhaust the provision of appeal to the Board of Directors of the Bank.

6. Learned counsel in his support of his arguments relied upon the decisions reported in :

1. AIR 2000 SC Page. No. 3129
2. 1986 (Vol 68) FJR Kar P 132
3. 2003 AIR SCW P 1238
4. 2002 LLR P 1158 D B Kar

7. After having gone through the records, I do not find substance in the contentions taken by the I party in his Claim Statement either in challenging the Enquiry Findings or the order passed by the Disciplinary Authority imposing upon him punishment of dismissal.

8. A perusal of the Enquiry Proceedings and the Enquiry Findings, would reveal that during the course of enquiry held the charges of misconduct were read over to the I party and he in no uncertain terms pleaded guilty to the charges of misconduct. The I party had also admitted the charges of misconduct levelled against him vide charge sheet dated 22-07-1988 by giving his reply to the said Charge sheet on 02-08-1988 itself which reply letter of the I party was marked during the course of enquiry at Ex. M-14. It is further to be noted that when personal hearing of the I party was taken up after Enquiry Findings were submitted, the I party once again admitted the charges of misconduct levelled against him and thereafter the Disciplinary Authority passed impugned punishment of dismissal based on the aforesaid Enquiry Findings. It is interesting to note that the I party has not disputed the fact of the pleading guilty of the charges of misconduct before the Enquiry Officer by way of the said letter or during the course of his personal hearing in his claim statement before this tribunal. Except to say that he was not in a fit condition both physically or mentally when he participated in Enquiry Proceedings held on 02-08-1988. It is not his case that he pleaded guilty to the charges either under threats, inducements of promise made by the Enquiry Officer or by the Presenting Officer on behalf of the Management. Therefore, when the I party had admitted the charges of misconduct not only on one occasion but on three occasions and also did not challenge the punishment of dismissal passed by the Disciplinary Authority by filing an appeal provided under rules now he cannot turn around to say that findings suffered from any perversity. Moreover, as could be read from the Enquiry Findings and Enquiry Proceedings, the Enquiry Officer has not solely acted upon the plea of the guilt made by I party in holding him guilty of the charges of misconduct. Despite the I party pleading guilty to the charges, to be on safer side, the management examined one Mr. R R Ezra, Manager (Inspection) and in his deposition got marked as many as 14 documents including the letter/explanation submitted by the I party in response to the charge sheet at Ex. M-14. From the reading of the Enquiry Findings, it is therefore evident that the Enquiry Officer discussed the oral as well as the Documentary Evidence adduced by the management and after having taken into consideration the plea of the guilt made by the I party came to the conclusion that the charges of misconduct levelled against the I party have been established and therefore he is guilty of those charges. Therefore, when the findings of the enquiry are based upon not only on the admission of guilty made by the I party but also on the basis of oral and documentary evidence as well, he cannot challenge the same on the ground of perversity. Findings of the enquiry are very much based upon sufficient and legal evidence coupled with plea of the gullt made by the I party. Therefore, by any stretch of immagination, it can be said that they suffered from any preversity.

9. Now coming to the case of the I party that on account of his acquittal in Criminal Prosecution case which also involved the charges of misappropriation, he ought to have been reinstated into service, as argued for the II party, the clean chit given by the Criminal Court in acquitting the I party from above said charges, has given no right to the I party to seek his reinstatement into service. This arguments of the II party has to be attached due weight for more than one reason. First of all, the impugned punishment order was passed by the Disciplinary

Authority as far as back as 11-08-1988 and whereas the I party is said to have been acquitted in the said criminal case by judgement dated 09-12-1995 i.e., after a gap of more than 7 years from the date of the above said dismissal order.

10. Secondly, the charge of misappropriation levelled against the I party by way of Criminal Prosecution was for a sum of Rs. 42,400 (Rupees Forty Two Thousand Four Hundred only) and whereas the enquiry proceedings taken against him were for the charges of misappropriation of funds of Rs. 5,000 (Rupees Five Thousand only). Moreover as contended for the Management criminal proceedings and Enquiry Proceedings cannot be treated on the same footing. Their Lordship of Supreme Court in the aforesaid decision reported in AIR 2003 Supreme Court Page 1238 while dealing with a question similar to the point on hand, at para 16 of the said judgement, observed as under :

> "The approach and objective in criminal proceedings and the disciplinary proceedings are altogether distinct and different. In the disciplinary proceedings the preliminary question is whether the employee is guilty of such conduct as would merit action against him : Whereas in criminal proceedings the question is whether the offence registered against him are established and if established what sentence should be imposed upon him. The standard of proof, the mode of enquiry and the rules governing the enquiry and trial are conceptually different. In case of disciplinary enquiry the technical rules of evidence have no application. The doctrine of "Proof beyond doubt" has no application. Preponderance of probabilities and some material on record are necessary to arrive at the conclusion whether or not the delinquent has committed misconduct."

11. Therefore, from the principle laid down in the judgement there remains absolutely no doubt, in coming to the conclusion that the acquittal of I party in the criminal case is nothing to do with the Disciplinary Proceedings initiated against him resulting into the findings holding him guilty of the charges of misconduct. Moreover, as argued for the Management as on 1996 when the I party made representation for the reinstatement on the basis of the above said acquittal order there existed no Industrial Dispute between the I party and the Management as Punishment order against him was passed as far back as 11-08-1988. The reference on hand must also fail as argued for the Management for the reason that no Industrial Dispute existed as on 1999 when it was referred to this tribunal. The I party did not challenge the punishment order before the Board of Directors by way of appeal provided under the rules nor he raised an Industrial Dispute atleast within a reasonable time challenging the punishment order. What appears is that because of the above said acquittal order made in his favour in the year 1995 he thought taking a chance in challenging the punishment order or seeking the reinstatement into the service just by way of chance. It was also well argued for the Management that he could not have raised Industrial Dispute when he admittedly made plea of guilt of charges not on one occasion but thrice. He admitted the guilt before the Enquiry Officer, he pleaded guilty by way of his reply the charge sheet. Once again, he pleaded guilty to the charges during the course of personal hearing given to him.

12. Their lordship of our Hon'ble High Court in the aforesaid decision reported in 1986 Vol. 68 FJR Kar P 132 in the similar circumstances have laid down the principle as under :

> "The Position in law is that if a workman against whom disciplinary proceedings are instituted for acts of misconduct admits his guilt, there is necessity for the employer to hold any domestic enquiry. Therefore, where the accused workman, in every one of his statements, namely, those made before the officer holding the domestic enquiry, and the one in reply to the show-cause notice, had admitted his guilt and prayed for mercy and sympathy and he relief rated the same before the Industrial Tribunal, the only order that the Industrial Tribunal can pass in an application by the employer under Section 33 (2) (b) the Industrial Disputes Act, 1947, for dismissal of the workman, would be grant the application.

13. The facts involved in the said case and the facts involved in the instant case are quite similar to each other. Therefore, the principle laid down in the aforesaid case applies to the case on hand on all its fours.

14. The contention of the I party that punishment of dismissal is not proportionate to the charges of misconduct committed by him again is not tenable. It is a grave misconduct of misappropriation of the funds belonging to the bank and the I party being a custodian of the funds was duty bound to be honest maintaining high integrity in dealing with funds belongings to the General Public. Therefore, it cannot be said that punishment of dismissal was not proportionate and in commensurate to the gravity of the charges of misconduct committed by the I party. In the result, reference is liable to be dismissed deserving no merits, hence the following award :

ORDER

Reference is dismissed. No costs.

(Dictated to the L.D.C., transcribed by him, corrected and signed by me on 21st April 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 10 मई, 2005

का.आ. 2026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कृष्णा ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या सी.आर. सं. 30/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/3/2002-आई.आर.(बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.R. No. 30/2002) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Krishna Grameena Bank and their workman, which was received by the Central Government on 9-05-2005.

[No. L-12012/3/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated the 27th April, 2005

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C.R. NO. 30/2002

I Party

Sh. R. S. Mathapathi,
Ex-clerk, Krishna Grameena Bank,
C/o Smt. Mahadevi, Teacher, Plant.
No. 88, Near Padma Industries,
Yamunanagar,
Gulbarga.

II Party

The Chairman,
Krishna Grameena Bank,
Head Office,
N. V. Layout,
Gulbarga-585103.

APPEARANCES :

I Party : Shri Muralidhar, Advocate

II Party : Shri N. B. Bhat, Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12012/3/2002-IR(B-I) dated 19-6-2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the Management of Krishna Grameena Bank, H.O. Gulbarga (Karnataka) in terminating the services of Shri R. S. Mathapathi applicant is justified? If not, what relief the workman is entitled?"

2. On 17-03-2005 when the case was taken up before the Lok Adalat for settlement of dispute, the I party as well as his advocate and II party being representative through the General Manager and the Advocate filed a Joint Memo to the effect that I party would give up his entire Backwages from the date of his removal from service till the reinstatement and the II party would reinstate him in service with continuity of service subject to approval of the Board of II Party withholding one increment of the I party without Cumulative effect and therefore, the matter came to be posted for award subject to the production of boards approval.

3. Today *i.e.* on 27-04-2005, the II party Manager (Audit and Vigilance) and I party and their respective counsels being present before this tribunal have filed a Memorandum of Settlement along with Boards Approval dated 29-03-2005 wherein,—

(1) The I party has agreed to forego full backwages for the entire period from the date of his removal from service *i.e.* 29-12-2000 till the date of reinstatement.

(2) The II party has agreed to reinstatement the I party into service with continuity of service, but without any backwages.

(3) The II party has further agreed to withdraw the punishment of removal from service imposed on I party and in lieu thereof impose the penalty of withholding of one increment with cumulative effect and I party has agreed to the same.

(4) I party shall have no other claim against II party in this regard.

4. Therefore, in the light of the above said

settlement reference on hand is ordered to be disposed of in terms of the settlement and following award is passed :

ORDER

Reference is partly allowed in the light of the terms of the settlement filed today *i.e.* on 27-4-2005. This settlement shall from part of the award. No order to cost.

(Dictated to LDC, transcribed by him, corrected and signed by me on 27th April, 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 10 मई, 2005

का.आ. 2027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स साउथ इंडिया कारपोरेशन (एजेन्सीज) लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पणजी के पंचाट (संदर्भ संख्या 3/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-05-2005 को प्राप्त हुआ था।

[सं. एल-36011/7/2004-आईआर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th May, 2005

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2005) of the Industrial Tribunal, Panaji as shown in the Annexure in the Industrial Dispute between the Management of M/s. South India Corporation (Agencies) Ltd., and their workman, received by the Central Government on 9-05-2005.

[No. L-36011/7/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(BEFORE SHRI AJIT J. AGNI, HON'BLE PRESIDING OFFICER)

REFERENCE NO. IT/3/2005

Workmen rep. by
Gen. Secy.,
Transport and Dock Workers Union,
Pt. D. Kosambe Bldg.,
Swatantra Path,
Vasco da Gama. .....Workmen/Party I

Vs.

M/s. South India Corporation (Agencies) Ltd.,
Joshi Building,
Vasco da Gama .....Employer/Party II

Party I—Represented by Adv. Shri S. Redkar

Party II—Absent.

Dated : 2-5-2005

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) the Central Government by order dated 8-12-2004 bearing No. L-36011/7/2004-IR(B-II) referred the following dispute for adjudication of this Tribunal.

(1) Whether the action of the management of M/s. South India Corporation (Agencies) Ltd., Goa in not employing 11 workmen as per the letter of Transport & Dock Workers Union, Goa dated 31-5-2004 is legal and justified? If not, to what relief the workmen are entitled to ?

2. On receipt of the reference a case was registered under No. IT/3/2005 and registered A.D. notice was issued to the parties. The workmen/Party I (for short 'workman') and the employer/Party II (for short 'employer') were duly served with the said registered A.D. notice. As per the said registered A.D. notice the parties were required to appear before this Tribunal on 22-1-2005 at 10.30 a.m. Accordingly, Adv. Shri P. J. Augustine appeared on behalf of the workmen and one Shri Salmesh appeared on behalf of the employer. At the request of the parties the case was fixed on 17-3-2005 at 10.30 a.m. for filing of the claim statement by workmen. On this date, Adv. Shri S. Redkar appeared on behalf of the workman and the filed an application dated 17-3-2005 at Exb. 5 and stated that consequent to the memorandum of understanding arrived between the workman and the employer, the dispute between the parties has been amicably settled and the parties do not wish to pursue further with the matter. Along with the said application, he produced the copy of the memorandum of understanding. In the application the workmen prayed that the dispute be treated as closed and suitable order be passed. On this date none appeared on behalf of the employer.

3. The dispute was raised by the workmen through the union namely, Transport and Dock Workers Union as regards no employment by the employer. the application dated 17-3-2005 Exb. 5, has been filed on behalf of the workmen stating that the dispute between them and the employer has been amicably settled as per the memorandum of understanding arrived at between the workmen and the employer and as such they do not wish to pursue the matter further. The workmen therefore prayed that the dispute be treated as closed. Along with the said application the memorandum of understanding arrived at between the union and the employer has been produced. This memorandum of understanding shows that the dispute between the parties

has been amicably settled on the terms and conditions mentioned in the said memorandum of understanding. In view of the settlement arrived at between the parties, the dispute does not exist and consequently the reference does not survive.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the dispute does not exist and hence the reference does not survive.

No order as to cost. Inform the Central Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 11 मई, 2005

का.आ. 2028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 168/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/113/2000-आईआर (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th May, 2005

S.O. 2028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 168/2000) of the Central Government Industrial Tribunal-cum-Labour/Court, Lucknow as shown in the Annexure in the Industrial Dispute between the Management of Central Bank of India and their workman, received by the Central Government on 10-05-2005.

[No. L-12012/113/2000-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

Shrikant Shukla, Presiding Officer

I.D. NO. 168/2000

REF. NO. L-12012/113/2000/IR(B-II) DT. 12-10-2000

BETWEEN

Asstt. General Secy.
Central Bank Staff Association,
13/11 Shiv Nagar, Allahabad (U.P.)

AND

The Regional Manager,
Central Bank of India,
Zonal Office, Lanka,
Varanasi (U.P.)

AWARD

The Government of India, Ministry of Labour referred the following dispute for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow;

> "Whether the action of the Management of Central Bank of India in terminating the services of Sri Rajesh Kumar w.e.f. 30-11-97 is legal and justified ? If not what Relief is the Disputant Entitled to?"

The facts of the trade union are as follows ;

Rajesh Kumar approached Central Bank of India, Chowk Varanasi branch for employment & he was offered employment as temporary peon on May 1993. The workman worked for full hours & he was paid salary at the rate of Rs. 17/-per day & in course of time it was raised to Rs. 40/- per day however bank did not pay salary for including sundays & holidays. Bank also gave artificial breaks in the service of the workman. The workman requested Chowk Varanasi branch authorities to get him absorbed. The workman continued to work as peon until 29-11-97 whereafter his services were terminated without any notice, notice pay & retrenchment compensation. In terms of settlement between the bank and Central Bank Employees Federation dated 24-12-90 the workman should have been absorbed in the permanent service of the Bank. By not absorbing the workman and by terminating the services of the workman the bank has further committed breach of settlement. The action of the Bank in terminating the services of the workman is illegal and unjustified as the workman worked for more than 240 days in a calander year preceding the date of termination. It has therefore been prayed that the Court may hold that the action of the management of Central Bank of India in terminating the services w.e.f. 30-11-97 is illegal and unjustified. It is also prayed that the Court may order reinstatement with full back wages & absorbed in permanent services of the bank in terms of settlement dt. 24-12-90.

Trade union has filed following photo copies alongwith its statement of claim.

1. Submission of bank before the Asstt. Labour Commissioner (C) Allahabad case no. 7(p)/99 dt. 1-5-2000 Central Bank of India Staff Association on behalf of Rajesh Kumar vs Central Bank of India.

2. Circular letter of Central Bank of India dtd. 4-10-90.

3. Circular letter of Central Bank of India dtd. 12-3-99.

Opposite party has filed written statement. It is denied that Rajesh Kumar was appointed by the bank on the post of peon (sub staff) on regular or permanent basis. Bank has not issue any appointment letter therefore termination of his services also do not arise at all. However it is admitted that Rajesh Kumar was engaged as a casual labour on daily rated basis & has been paid on the basis of work done in day. It is further submitted that Rajesh Kumar had never worked 240 working days in any calendar year or preceding 12 months in the bank. Rajesh Kumar was engaged as day to day basis and the engagement came to an end at the end of the day. It is also stated that the bank never terminated the services of Rajesh Kumar on 30-11-97 as alleged. In fact Rajesh Kumar discontinued casual job of his own accord for better engagement elsewhere. It is also alleged that there was never any employer and employee relationship between the bank and Rajesh Kumar. The recruitment in the bank is done as per the set guidelines of the Govt. of India under which the candidates are sponsored by the Regional Employment Exchange, test & interview held and only successful candidates absorbed thereafter. No deviation is permitted from these rules. Rajesh Kumar was not subjected to such exercise. He was never sponsored by the Employment Exchange and was not entertained and hence there is no question for absorption. He is merely wants to gain back door entry. The claim of the worker is not covered by Section 25B, 25F, 25G & 25H of the I.D. Act. Regarding the alligation of artificial break the Bank has submitted that the worker himself has not turned up for casual job on such days. Management has alleged that the worker has filed belated claim & it is not legally maintainable. It is submitted by the Bank that since there is no permanent and regular post of daily wager and hence the worker is not entitled to reinstatement in the bank. It is also alleged that the Court has no jurisdiction. It is said that Sri Rajesh Kumar is gainfully engaged elsewhere. Management has filed 275 vouchers regarding payment to the worker for the period 29-11-96 to 27-11-97.

Trade union has file 2 affidavits in support of the case. One that of the worker Rajesh Kumar & another of R. P. Singh employee of the bank. Both the witnesses were cross examined by the representative of opposite party.

Opposite party has filed the affidavit of Asstt. Manager Central Bank of India Branch Chowk who has been cross examined.

Heard the trade union's representative and perused written arguments of the opposite party.

The opposite party has filed 275 vouchers regarding payment to the worker Rajesh Kumar on the back of the vouchers there appers to be writing and signature of the worker Rajesh Kumar. In some of the vouchers the cost of the water is written and the some of the vouchers 'Pani bharne va pilane' is written. From 29-11-96 to 1-5-97 the worker has been paid at the rate of Rs. 30/-per day thereafter w.e.f. 2-5-97 to 30-5-97 worker has been paid at the rate of Rs. 40/-per day and with effect from 1-10-97 onwards he paid at the rate of Rs. 50/-per day. From the perusal of the vouchers of the opposite party it is proved that the workman was engaged for more than 240 days prior to his dis-engagement.

Rajesh Kumar has in his affidavit para (VIII) has stated that he worked continiously from May 1993 until 29-11-97. When his services were abruptly terminated by the bank. It is also stated that in the calendar year preceeding date of his termination the deponent worked for more than 240 days. The opposite party has not given the suggestion that the worker worked for less than 240 days in the preceeding years from the date of his termination. There is no suggestion in the cross examination that the worker left the job of his own or that he left the job prior to 29-11-97. Opposite party has not mentioned the date as to when the worker left the job in their 62 paged typed written statement. Opposite party has filed the affidavit of Asstt. Manager Sri Surendra Prasad. In that affidavit too there is no mention of the date that if the worker was not terminated on 30-11-97, than on what date the worker was terminated. It is stated that the worker discontinued casual job of his own accord for better engagement else where, but on what date he discontinued the job is not at all specifically stated. I therefore come to the conclusion that the worker continued to work upto 29-11-97 and in the preceeding calendar year he has put in 275 working days. The affidavit of the Asstt. Manager in para 9 is a false statement wherein it has been stated that Sri Raj Kumar had never worked 240 days working in any calendar year preceeding 12 months.

Sri R. P. Singh has corborated facts of the worker that Rajesh Kumar was engaged and mostly for fetching and supply of drinking water and his services were terminated arbitrarily on 29-11-97 without any prior notice or notice pay. It is noteworthy that R. P. Singh was posted at Chowk branch varanasi of Central Bank of India in 1993 on the post of Clerk and retired their from on 31-7-98. It is true that R. P. Singh will not ordinarily assist Sri Rajesh Kumar as he has already retired from service but at the same. It is even otherwise evident from the documents filed by the Opposite party that the worker Rajesh Kumar has been deployed for fetching water and making them available to the persons in the bank. It is also evident that he was given remuneration ranging from Rs. 30-50 per day therefore it is proved that the worker Rajesh Kumar was casual employee of Central Bank of India, Chowk, Varanasi.

It is also proved that worker was not issued any appointment letter or termination letter. It is also proved that his name was not sponsored by the Employment Exchange and the recruitment was not done in following proper procedure. It is also evident that the worker Rajesh Kumar was not recruited as Peon (subordinate staff) as such rather he has deployed for fetching and supplying drinking water merely because the worker Rajesh Kumar was not recruited on the post of Peon therefore the provision of I.D. Act are not attracted is no good ground to reject his claim.

The representative of the opposite party has argued that Rajesh Kumar was engaged as casual labour as daily rated basis by chowk branch of Central Bank of India, Varanasi but at the same time he has also argued that there is no provision to engage any worker in the bank. The branches are advised categorically not to engage any casual worker. Branches are engaging coolie/labour as per exigencies for lifting water, boxes and cash and stationery etc. Rajesh Kumar did not hold any regular and permanent post in the bank in any cadre whatsoever. It is true that Rajesh Kumar was not appointed by bank on the post of Peon (Subordinate staff) on regular and permanent post. But during argument it has been admitted that Rajesh Kumar was engaged as casual labour on daily rate basis by chowk branch and therefore the consequence shall flow.

Opposite party representative has argued on the basis of 1990 Vol. 60 FLR page 672 between Manager, State Bank of Indore, Kanpur Vs Presiding Officer, CGIT-cum-Labour Court Kanpur and others, that when there is no appointment order the question of his termination does not arise at all. It is submitted that no termination letter has been issued to Rajesh Kumar since he was never appointed. I have perused the case law cited by the opposite party. In the case cited Clerk/Cashier apointed on purely casual basis in view of exigencies of work for a period of 75 days but in the facts of this case worker Rajesh Kumar was engaged for more than 240 days porior to his termination. In the circumstances the facts of the case are distinguishable.

It is argued that Rajesh Kumar was engaged on day to day basis that such engagement came to the end of the day, but continuously employing a person for a long time does not compel this court to presume that since his payment was made day to day therefore engagement came to an end at the end of the day. It has been argued that Rajesh Kumar himself discontinued casual job on his own accord but this is not true from the facts of the case.

It is also argued that there was no any relationship of employee and employer between bank and Rajesh Kumar was employed by the branch chowk of the bank and therefore existed the relationship of employer and employee and that is the reason the employer has paid remunderation to the worker.

It is also argued that service conditions are not applicable on casual labour and they are not entitled to any facilities like regular and permanent employee of the bank. It is true as the worker was not regularly recruited as sub staff of the bank and therefore he is not entitled for the benefits of regular employee. At the same time it is clear that the legislation has enacted I.D. Act, 1947 for such workers who are disengaged after continuous one year of service. The interest of such workers are governed by section 25F of I.D. Act which provides that no worker employed in any industry who has been in continuous service for less than 1 year under the employer shall retrenched by the employer until the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has been expired or the workman has been paid in lieu of such notice wages for the period of notice. The Act also provides that retrenchment can not be made unless the workman has been paid at the time of retrenchment compensation which shall be equivalent 15 days average pay for every year of continuous service or from any part of excess of six months. Banking industry has to follow the provision given in the Act. No doubt the employer has a option to retrench the worker but at the same time certain conditions have been imposed. And the banking industry cannot retrench any one without any sufficient reasons or without payment of compensation or notice or notice pay. It is also provided in the Act that wherein the workmen are retrenched and employer need fresh hand take into his employment any person shall appoint in such manner as may be prescribed to give an opportunity to the retrenchment workman to offer themself for reemployment and such retrenchment to workmen who offer themself for reemployment shall have prefers over the others. Thus, the Act has safeguarded the interest of the workman of the bankng industry it is not necessary whether the workman is casual or irregular permanent employee. In the present case casual workman has been terminated without any such notice or retrenchment compensation. The Act has overriding effect over the banking regulations. Even it is presumed that the Branch Manager had no any authority to appoint any workman but at the same time the bank cannot be relieved from its liability under the I.D. Act. It has been argued that there is no permanent and regular post in the bank and hence Rajesh Kumar was not entitled for reinstatement in the bank. Even if there is no post of daily wager if the worker has been employed continuously for 240 days he has to be dealt with in accordance with law and not otherwise. If there was no post of daily wager in the bank, bank outght to have given worker notice, notice pay and compensation.

The opposite party has tried to say that the claim statement beyond the jurisdiction of the Tribunal and cannot hear and decide the claim of Rajesh Kumar as the same shall be illegal, bad in law and without jurisdiction. No grounds has been given by the representative of the opposite party to substantiate his argument. The opposite party has tried to argue that Rajesh Kumar is not entitled any relief compensation whatsoever in the present reference order and he has cited the case law 1993 Vol. 66 FLR 613 between R.K. Awasthi and DFO Special Forestree Division, Fatehpur and others. The said case is for the daily wager who seeks the relief of regularisation where it has been held unless the post and funds are available daily wager can not be regularised. The said case was not under I.D. Act. Moreover in the present case the issue referred is not for regularisation but issue has been referred to adjudicate whether the termination was illegal and unjustified. The worker can certainly seeks the relief of reinstatement, if the court come to the conclusion that the workman is illegally terminated.

The opposite party has argued on the basis of case law 1991 Vol. 62 FLR 350 State of U.P. Vs. Kaushal Kishore Shukla and 1991 Vol. 62 FLR 350 Triveni Shankar Saxena Vs. State of U.P. and others that temporary employee has no right to the post as held by the Supreme Court of India. Both the cases do not arise out of I.D. Act and they do not relate to the industrial worker instead they are about the government servant. As such they are distinguishable facts of the present case.

I.D. Act does not refer to temporary/casual or permanent worker. The case law cited by the opposite party are different from the facts of the present case. I.D. Act is different legislation and government service rules are not attracted to it. In the present case I come to the conclusion that in my opinion that employer has terminated the services on 30-11-97 and prior to this date the worker has put 240 days working in the calander year without any notice notice pay or compensation and therefore I come to the considered opinion that the termination of the services of Rajesh Kumar w.e.f. 30-11-97 is illegal and unjustified. The issue refer to this court is decided in negative.

Worker has tried to come forward with the argument that the circular dt. 12-3-91 is for the bank temporary employees who have put 240 days temporary service in any continuous period of 12 months after 1-1-1982 upto 31-12-90 for regularisation. The worker himself was not in employment of Central Bank of India during the period from 1-1-82 to 31-12-90. The circular was for one time scheme. Therefore the worker cannot claim for regularisation in Central Bank of India. The relief of regularisation is not possible to Rajesh Kumar.

Our Hon'ble Supreme Court in 2002 Supreme Court Cases (L&S) 1010 Deep Chandra Vs. State of U.P. and others has held that the termination of service of casual worker without following the procedure of Section 25F of the I.D. Act will render the reinstatement in his original service on the same terms and conditions in which he was working earlier. The worker has in his affidavit not proved that he was not in a position to earn meagre amount of Rs. 50 per day from other sources. In the circumstances the workman is not entitled to the back wages. On the discussions above, I come to the conclusion that the termination of Rajesh Kumar w.e.f. 30-11-97 is illegal and unjustified and worker Rajesh Kumar deserves to be reinstated with the same terms and conditions on which he was engaged.

Lucknow

4-5-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 11 मई, 2005

का.आ. 2029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नं०-1, नई दिल्ली के पंचाट (संदर्भ संख्या 25/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/289/94-आई.आर.(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th May, 2005

S.O. 2029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/95) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 10-05-2005.

[No. L-12012/289/94-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : Shri S. S. Bal

I.D. No. 25/95

In the matter of dispute between :

Shri Nayan Singh S/o Shri Jeet Singh,

C/o Shri Narayan Singh,

Sarkari Inter College,

Sitarganj, Dist. Nainital. .....Workman

Versus

The Regional Manager,

Bank of Baroda, Regional Office,

1, Sankalan, Civil Lines,

Bhotia Pravo, Haldwani,

Distt. Nainital, ...Management

Apperances : Shri T.C. Gupta for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/289/94-IR (B-2) dated 8-2-95 has referred the following industrial dispute to this Tribunal for adjudication :

> "Whether the action of the management of Bank of Baroda, Haldwani in terminating the services of Shri Nayan Singh, Temporary Peon w.e.f. 27-1-94 is legal and justified? If not, to what relief is the said workman entitled?"

2. Briefly stated the facts of the case as culled from record are that the workman Shri Nayan Singh was appointed as Peon at Sitarganj Branch of the respondent bank Nainital District w.e.f. 2-7-93 and he worked as a temporary hand on daily wages at the same branch as he has worked on many occasions as temporary hand. There were permanent vacancies in the bank on account of transfer which were created on account of transfer of the incumbent concerned but he was appointed on temporary basis and his services were dispensed with vide order dated 27-1-94 in January after joining of Dev Dutt Gorkha at Sitarganj Branch despite existence of one permanent vacancy of sub-staff in the bank. It is further averred that termination of his services by letter of branch manager dated 27-1-94 is illegal, without prior notice and without pay in lieu of notice or compensation, and the termination did not specify any valid reason. That the said action of the management is illegal and unjustified. He raised an industrial dispute against his illegal and unjustified action of his removal or termination before the Labour Commissioner, Dehradun which resulted in failure report and ultimately culminated in the present reference. In these circumstances workman has sought reinstatement with full back wages.

3. The management has contested the claim of the workman by filing written statement stating therein that the workman was initially appointed by way of stop gap arrangement and his services were dispensed with on the joining of Shri Dev Dutt Gorkha against the vacancy on which Nayan Singh was appointed and as such he is not entitled to reinstatement as claimed. Existence of some other vacancy as stated by the workman is not denied. However, it is stated that he is not entitled to the appointment against the said vacancy.

4. Written statement was followed by rejoinder wherein facts mentioned in the written statement were denied and the contents of the statement of claim were reiterated to be correct.

5. Both the parties adduced evidence and after closure of the evidence the workman A/R Shri Brijesh Kumar, Advocate addressed arguments on behalf of the workman and Shri T. C. Gupta argued in reply on behalf of the management.

6. I have given my anxious thought to the contentions raised on both sides and perused the records. It is an admitted fact that the workman was appointed on 2-7-93 at Sitarganj branch of the bank and worked as temporary hand on daily wages basis against a temporary vacancy and he was appointed for a temporary period against substantive vacancy pending joining of the permanent incumbent on transfer from Mehsana Region Ahmedabad which was to be filled up by the permanent appointee and the permanent incumbent Shri Dev Dutt Gorkha from Mehsana Region joined the Haldwani branch of the bank and as such the workman Shri Nayan Singh was to give way and his services came to an end. He has admitted that his services were dispensed with when Dev Dutt Gorkha was transferred and posted in his place. His averment made in the statement of claim that there existed some permanent vacancies in the branch of respondent bank is of no help to him as that is not subject matter of the reference. More so ever appointments to the existing permanent posts if any in the bank is/are to be made through prescribed procedure and relevant rules by way of advertisement or through sponsorship of candidates through employment exchange and interview etc. which is not the case of the workman. Termination/dispensing with the services of the workman who worked temporarily w.e.f. 27-1-94 on appointment of permanent incumbent is justified and workman is not entitled to any relief. Reference is answered accordingly. File be consigned to record room.

S.S. BAL, Presiding Officer

Dated : 3-5-2005

नई दिल्ली, 11 मई, 2005

का. आ. 2030.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 8 (C)/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2005 को प्राप्त हुआ था।

[सं. एल-12011/54/2004-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th May, 2005

S. O. 2030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. 8 (C)/2004] of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 10/05/2005.

[No. L-12011/54/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference No. 8 (C) of 2004

The management of Central Bank of India, Zonal Office, Maurya Lok Complex, B-Block, Patna and their workman represented by the Dy. General Secretary, Bihar Provincial Central Bank of India, Employees Association, C/o. Central Bank of India, Moradpur, Patna.

For the Management : Sri Shivesh Prasad, Area Manager, Central Bank of India, Gaya.

For the Workman : Sri B. Prasad, General Secretary, Bank Employees Federation, Bihar.

PRESENT: : Priya Saran, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, Dated the 5th May, 2005

By the adjudication order No. L-12011/54/2004-IR(B-II) dated 28-06-2004 the Government of India Ministry of Labour, New Delhi has referred under Clause (d) of sub-section (1) and sub-section (2-K) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as 'the Act'), the following dispute between the management of Central Bank of India, Zonal Office, Maurya Lok Complex, B. Block, Patna and their workman Sri Sunil Kumar, represented by the Dy. General Secretary Bihar Provincial Central Bank of India, Employees Association, Patna for adjudication to this Tribunal :—

> "Whether the action of the management of Central Bank of India, Zonal Office, Patna in terminating the services of Shri Sunil Kumar working at Jamalpur Branch of the bank is justified. If not, what relief the workmen is entitled to ?".

2. Both parties filed written statement and contested the case. Worker's case in short is that he was orally appointed by the management of Central Bank of India from 1-8-98 and was placed at Jamalpur Branch, where he discharged all the functions of a peon such as carrying ledgers, Cash Box, Token Book, Scroll Register, Mails and so on from one place to another. He was initially paid to Rs. 10/- per day which got raised lastly to Rs. 35 a day. He worked there continuously till 30-6-89. He was again taken by the bank on work from 1-1-91 to 5-8-2002. Worker's further case is that a Scheme came into being in 1990-91 for regularisation of the services of those who have worked for 240 days in a calendar year. Thereafter, vouchers were prepared in different names for making payment to the worker. His case was forwarded to the Administrative Office on different occasions for regularising his services in view of above scheme, but in vain. He was lastly stopped work by the Bank on 6-8-2002 without any notice or retrenchment compensation. The management has allegedly violated the terms settlement, provisions under Section 25F of I.D. Act and also resorted to unfair labour practice. The worker has accordingly prayed for reinstatement with back wages and regularisation as a peon.

3. Management's case is that the workman used to supply water at the branch for which payment was made everyday. A yearwise chart has been given to show the number of days water was supplied from 1988 to 2000.

4. Workman Sunil Kumar has examined himself alone as WW1 in support of his case. He has given practically full support on oath to his claim appearing in the written statement. Some documents (Ext. W to W/6) have also been exhibited in support.

5. The management has not advanced any sort of evidence either oral or documentary. They have of course cross-examined WW1, but nothing positive has come in their favour.

6. Basic question for consideration for us appears to be whether worker's claim for regularisation is justified or not. His claim is based on a Bank's Circular dated 12-3-1991 (Ext. W/6) with respect to absorption of temporary employees. It is noted in its clause 3.1 that

temporary employees who have put in 240 days of temporary service in any continuous period of twelve months after 1-1-82 up to 31-12-90 will be considered for absorption without any test and interview. The worker states in his written statement as well as testimony as WW1 that he served at Jamalpur Branch at the Bank from 1-1-88 to 30-6-89 continuously. This period is covered upto Ext. W/6 and so, of much relevance for decision of this case.

7. Evidence on record further shows that the worker submitted representations (Exts. W.W-1 and W-2) to higher officials for his absorption time and again. The Regional Office *vide* Ext. W/4-1 sought details from the Branch of month-wise services taken from the worker and also a confirmation whether he worked temporarily as a sub-staff or Safai Karamchari. Jamalpur Branch sent its reply to aforesaid query *vide* Ext. W/3 thereby confirming that the worker worked as casual labourer in leave vacancy of permanent Safai Karamchari and/or sub-staff and also in exigencies of the administration. Details of month-wise services taken from the worker is also appended with the letter showing that from August, 1988 to June, 1989 he worked for 271 days. Besides above, he also worked on several days in 1991 and 1992. There is still another letter dated 20-8-93 (Ext. W/2) sent by the Branch to the Regional Office whereby representation of the worker was affirmed as true and correct. Ext. W/4, a letter from the Branch to the Regional Office dated 8-10-93 with required information also confirm the above position. From above four documents i.e. Exts. W/2, W/3, W/4, and W/4-1, it can be fairly gathered that the services of the worker were utilised by Jamalpur Branch as a casual labour against leave vacancy of sub-staff and/or Safai Karamchari and he rendered his services for 271 days within a period of 11 months in between 1-8-88 to 30-6-89. It thereby means that he worked for more than 240 days in a continuous period of 12 months in between 1-1-82 and 31-12-90 thus well satisfying the requirement of Ext. W/6. The management in view of above fact was under heavy obligation to consider Worker's claim for regularisation which was not done for the reasons only know to them.

8. The worker has also filed School Transfer Certificate (Ext. W/1) to show that he left the School while reading in IXth Class. By this documents, he purposes to prove his egilibity for absorption as a sub-staff. Ext. W/5 are two payment vouchers regarding workman.

9. Workman has also claimed in his W.S. and corroborates during evidence as WW1 that the Bank again unilised his services from 1-1-91 to 5-8-2002 continuously. The management in their statement have given a chart to show as to how many days he worked in different years upto 2000. The management has not adduced any sort of evidence in support of their case that the worker used to supply water alone in the branch and he did not render any other service like a sub-staff on daily wages. The worker's evidence is rather *ex-parte* and sufficient enough to establish his claim. Various Exts. coupled with oral testimony of WW1 amply prove that the workers' services were utilised by the Branch as casual labourer in leave vacancies of permanent Safai Karamchari and/or sub-staff in a regular way. His claim for absorption in view of clause 3.1 of Ext. W/6 appears to be well founded. The Bank definitely resorted to unfiar labour practice by denying his claim apart from violating the terms of settlement incorporated in Ext. W/6.

10. In view of what has been discussed above and materials on record I am of considered view and hence, hold as such that the worker has un-hesitatingly established his claim and he is entitled to absorption as a sub-staff in Central Bank of India. The management is accordingly directed to take up his case for absorption and appoint him as sub-staff subject to eligibility careteria without any further delay within two months from notification of Award. The worker in the facts and circumstances of the case is not entitled to back wages.

11. Award accordingly.

PRIYA SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2005

का. आ. 2031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अवध ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या आई.डी. सं. 80/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/67/2001-आईआर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 11th May, 2005

S.O. 2031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 80/2001) of the Central Government Industrial Tribunal/Labour Court Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Awadh Gramin Bank and their workman, which was received by the Central Government on 10-05-2005.

[No. L-12012/67/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA,

Presiding Officer

I. D. No. 80/2001

Ref. No. L-12012/67/2001-IR (B-I) dated 16-5-2001

BETWEEN

Shri Sarwan Kumar S/o Shri Changi Lal
494/215, Sarai Hassanganj
Babuganj, Lucknow.

AND

The General Manager,
Avadh Gramin Bank,
A-2/46, Vijay Khand, Gomti Nagar,
Lucknow. (U.P.)-226001.

AWARD

The Government of India, Ministry of Labour vide their Order No.L-12012/67/2001-IR (B-I) dated 16-5-2001 has referred the following dispute to the Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

> "Whether the action of the management of Awadh Gramin Bank, Gomtinagar, Lucknow in terminating the services of their workman Sarwan Kumar w.e.f. 31-7-1998 was justified. If not, what relief the workmen is entitled ?".

The worker's case is that he was engaged as sweeper to clean the premises of the bank from 1986. He was paid part time wages but he had to work full time. The EPF was also deducted from the salary of the worker from November 1991. The worker was also paid bonus from 1986. The services of the applicant was suddenly terminated on 31st July, 1998 without any rhyme and reason nor any notice, compensation etc. was given as required under law. The fault of the workman was that he requested for regularisation and full salary. The worker has alleged that the termination of the worker is totally illegal, arbitrary and violative of section 25-F and H of the Industrial Disputes Act. The worker has therefore requested to set aside the oral termination order dtd. 31-7-98 and reinstatement of the worker will all consequential benefits including back wages.

The opposite party has filed written statement wherein it is admitted that the worker, Sarwan Kumar was engaged as temporary daily wage sweeper for sweeping and cleaning the premises of the bank's head office at Lucknow and the payment has been made on the basis of work done in a bank. It is stated that Sarwan Kumar did not hold any regular and permanent post in the Bank in any cadre whatsoever. He was engaged for about 2 hours in a day and he never worked on full time basis in the Bank. The bank had not issued any appointment letter or order to the worker, therefore, the question of termination of his services does not arise. Since the worker was engaged as temporary daily wage sweeper and there had not been any vacancy of sweeper in permanent post, the question of notice pay and compensation does not arise. It is submitted that no such termination letter has been issued by the Bank to the worker. Sarwan Kumar never worked 240 days in; any calendar year in preceding 12 months. It is admitted that he has been made payment for the actual days he worked in the bank on daily wages and sweeper. The management of the bank had never terminated the services of Sh. Sarwan Kumar w.e.f. 31-7-98 as mentioned in the present reference order. It is alleged that the worker on his own discontinued the work of sweeping and cleaning the premises of the bank without any information from August, 1998. It is also alleged that he was free to undertake any other employment any where, for the remaining part of the day. It is also alleged that there was no employer-employee relationship between the Bank and the worker. It is submitted that the worker was never governed by the rules/regulations of the bank. The recruitment in banks is done as per the set guidelines of the Government, vide which candidates are sponsored by the Regional Employment Exchange, tests/interview held and only successful candidates absorbed thereafter. No deviation is permitted from these rules. Shri Sawran Kumar was not subjected to such exercise and he has given a misstatement to misguide the Tribunal. The worker was never sponsored by Regional Employment Exchange and was not interviewed by any interview panel as per the laid down procedures. Hence there is no question of absorption of Sarwan Kumar as sweeper on permanent basis in the bank. The worker is merely trying to gain back door entry by way of litigation in contravention of these Government rules. The claim of the worker is not covered by Section 25-B, F, G and H of the Industrial Disputes Act, 1947 and he had no lien or right on any regular and permanent post in the Bank. It is also stated that the present claim is belated and over stale. It admitted that the PF deductions were made since November, 1991 by the then General Manager. However, PF deductions were discontinued by the past General Manager as soon as it came to his notice. It is also admitted that the worker requested from time to time for enhancement in wages and bank acceded his request considering the increase in minimum wages from time to time. The worker submitted his request vide application dtd. 28-5-96 and 26-10-96 for allowing to work for full day. As there had been no permanent post of sweeper according to guidelines received from Government of India through NABARD

and also there was no requirement of services of sweeper for full day, hence bank was not in position to consider the request of the worker for allowing him to work for full day. It is also admitted that the worker was paid bonus since, 1986. Since the management had never retrenched the services of worker hence, there does not arise any question of giving any notice pay or retrenchment compensation to the worker. When the worker came to that PF deductions were discontinued since, July, 1998 by the General Manager, the worker on his own discontinued the work of sweeping and cleaning the premises of the bank without any information from August, 1998. Bank had not asked him to stop the work of sweeping and cleaning the premises of the bank. It is alleged that the worker is gainfully engaged elsewhere. Hence, he is not entitled to any relief of wages/ compensation whatsoever on the basis of the present reference order. Though there is no eyewitness to prove gainful employment of the worker. It is alleged by the bank that the worker is not entitled to reinstatement.

The opposite party in its 54 pages written statement has not spelled as to how many days in a month the worker did work.

The worker has filed the rejoinder and has reiterated the contents of the claim statement.

The worker has filed the photo copy of following documents :

1. Letter of Chairman, Avadh Gramin Bank dtd. 9-9-93 addressed to RM, Bank of India, Lucknow.

2. Statement of EPF of the worker for year 92-93, 93-94, 94-95, 95-96, 96-97 and 97-98.

The management has filed following photostat copy of documents :

1. Debit voucher dtd. 2-8-97 of the worker for Rs. 844.80 & Rs. 78.

2. Debit voucher dtd. 2-8-97 for Rs. 766.80 & Rs. 156.

3. Debit voucher dtd. 2-9-97, 1-10-97, 6-11-97, 1-12-97, 31-12-97, 2-2-98, 31-3-98, 1-5-98, 30-5-98, 30-6-98.

The opposite party has also filed photostat copy of various documents i.e. debit and credit vouchers with list A-2-25.

The opposite party has also filed statement of PF contribution in respect of worker deducted and remitted to Regional Provident Fund Commissioner, Kanpur/ Lucknow since November, 1991 to June, 1998, paper No. A2-32 to 32/4.

Sarwan Kumar has examined himself as witness and the opposite party has examined Sh. Shiv Bhagwan Verma.

Parties have filed writeen arguments.

It is admitted fact that the amount towards PF was recovered by the bank and was remitted to the Regional Provident Fund Commissioner, Kanpur/Lucknow right from November, 1991 to June, 98.

The issue referred to this Court is "whether the management of Awadh Gramin Bank, Gomtinagar, Lucknow in terminating the services of their workman Sarwan Kumar w.e.f. 31-7-1998 was justified?" There is no specific denial to the allegation of the worker that opposit party worker engaged as sweeper to clean the premises of the Bank from 1986. It is also admitted fact that worker worked as part time sweeper till 31-7-98. The sole witness of the management, Sh. Shiv Bhagwan Verma has not stated in his examination in chief that the worker did not continuously worked in the bank from 1986 to 31-7-98. On the other hand worker has proved on oath that he worked as sweeper from 15-6-86. and he also proved that he was terminated in July, 98.

Therefore, from the evidence on record it is proved that the worker worked continuously for 12 years 1 month and during this period he was regularly paid bonus and his wages were deducted towards contribution in EPF. However, it is admitted fact that bank did not give any appointment letter or any termination order in this regard.

The witness of the opposite party, Shiv Bhagwan Verma has also not stated on oath that the worker has deserted the employment on his own. It is also proved that opposite party bank has contributed to EPE account of the worker regularly from year 1991, therefore, it is admitted that the contribution made by the opposite party to Regional Provident Fund Commissioner, proves that the opposite party was employer and the worker was employee.

The worker has worked in June, 97 and he has been paid Rs. 844.80 and 9% deduction towards contribution to PF recovered to the tune of Rs. 78 in May, 97. Also, his salary was Rs. 844.80 and contribution is Rs. 78. However in month of April, 97 the salary was Rs.841.60. From perusal of the debit and credit vouchers filed by the opposite party, it transpires that worker has received the salary about Rs. 840 average per month. It is also admitted fact that worker has been paid for part time job.

I have to confine myself to the issue whether the termination was justified and proper.

When it is admitted fact the worker has worked as part time sweeper from 15-6-98 to 31-7-98 and the opposite party has failed to prove that the worker himself left the job and the worker has proved that he was terminated. It is therefore clear that the worker was retrenched from the service and he has not been paid retrenchment compensation as provided in the Industrial Disputes Act.

The worker has on the contrary proved that he has worked continuously from 15-6-86 to 31-7-98.

Section 25 F of Industrial Disputes Act, 1947 specifically states that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice or the workman has been paid, at that time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. From the facts and evidence on record it is proved that worker has not been paid notice pay or retrenchment compensation and therefore his retrenchment is not justified.

No doubt that there is no letter of appointment or termination order. But under Industrial Disputes Act, claim is maintainable. The opposite party is a banking industry and worker is a worker within the meaning of Industrial Disputes Act.

The opposite party has tried to take benefit of case laws, which are produced below :—

1. 1997 Vol. 76 FLR 237 Supreme Court Himanshu Kumar Vidyarthi and others *V.* State of Bihar and others. The said case law has no application on the facts of this case. Hon'ble Supreme Court observed in the said case law that every department of the Government couldn't be treated to be 'industry'. When the appointments are regular by the statutory rules, the concept of 'industry' to that extent stands excluded. Admittedly, they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. It was in that case Hon'ble Supreme Court observed that "They are temporary employees working on construed to be a retrenchment under the Industrial Disputes Act." The concept of 'retrenchment', therefore, cannot be stretched to such an exctent as to cover the employees. The learned counsel for the petitioners seeks to contend that in the High Court, the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary. The said case law has been filed with view to mislead the Court. The present case is covered under Industrial Disputes Act, and not under the State Service Rules.

2. The next case law filed by the opposite party is 2002 Vol. 94 FLR 622 Supreme Court between Range Forest Officer and S.T. Hadimani, this case law is also not applicable to the fact of the present case. In the present case it is proved that the worker was in the employment of the opposite party from 86 to 31-7-98 without any break. The witness of the opposite party has come out with pleas that the worker has not worked continuously in the bank.

3. The next case law cited by the opposite party is 1991 Vol. 62 FLR 350 Supreme Court between State of UP & another and Kaushal Kishore Shukla. The said case law is related to UP Temporary Government Servant (Termination of Services) Rules, 1973 and not to Industrial Disputes Act, 1947. As such, the said case law is also not applicable in the circumstances of the present case.

4. The opposite party has also filed 1991 Vol. 62 FLR 350 Supreme Court between Triveni Shanker Saxena and State of UP & others. The said case law was about termination of temporary employee and not for termination of worker covered Industrial Disputes Act.

5. 1993 Vol. 66 FLR 748 Allahabad High Court between Prem Pal Sharma and The District Judge, Badaun. This case law is also not applicable to the facts of the present case.

6. 1992 Vol. 64 FLR 1110 Supreme Court between Delhi Development Horticulture Employees Union and Delhi Administration, Delhi & others. The said case law was about the regularisation of the daily wagers under Jawahar Rozgar Yojna which was meant for rural poor but not provide right to work and to claim a right to regularisation on the basis of such employment. The facts of said case were different to the present case.

7. The next case law filed is 1990 Vol. 60 FLR 672 Allahabad High Court between The Manager, State Bank of Indore, Kanpur and Presiding Officer, Industrial Tribunal (Central) Kanpur & others. The said case pertains to appointment of clerk/cashier purely on casual basis in view of exigencies of work and additional requirements of bank for a period of 75 days. In the present case the worker has worked for a period over 12 years continuously, that too sweeping and cleaning of the bank which is necessary for the smooth running of the office of the bank. The facts of the case are different to the present case.

The opposite party has also filed following case laws :—

1. 1993 Vol. 66 FLR 613 Allahabad High Court Rajesh Kumar Awasthi and DFO Special Forestry Division, Fatehpur and others.
2. 1999 Vol. 81 FLR 319 Allahabad High Court between State of UP and Labour Court, Haldwani & others.
3. 1998 Vol. 80 FLR 802 Allahabad High Court between Chaturth Shreni Karmchari Sangh, Sichai Vibhag and State of UP & others.
4. 2002 Vol. 92 FLR 1175 Allahabad High Court between Khulwant Singh and State of UP & others.
5. 2001 Vol. 90 FLR 618 High Court of Jharkhand between Brajesh Kumar Singh & others and State of Bihar & others.
6. 2000 Vol. 87 FLR 767 Punjab and Haryana High Court between Rajesh Sharma and Presiding Officer, Labour Court & another.

All above case laws are not applicable to the facts of the present case.

The bank's argument, alleging that they have never issued appointment order as such question of termination of services does not arise, is totally against the law, and also unfair labour practice. Once the bank started taking work and making payment of wages it amounts to appointment of the workmen and all the service conditions of the bank becomes applicable on the employees as well as on the bank. Oral termination order is also termination order, bank cannot say that they have not terminated the services. It is totally false and incorrect that the workman has abandoned his service. It is incorrect that the workman is seeking back door entry in the bank. On the contrary it is proved that the worker worked for 12 years on part time job. The opposite party has not only employed the worker for long time but also paid him bonus every year and his salary has been paid after deduction towards EPF. The action of the bank on terminating the services of the workman is in violation of Section 25 F, G and H of the Industrial Disputes Act, 1947 is established and the termination order is therefore illegal and unjustified. The worker therefore deserves to be taken back in the service. The workman has to be reinstated to the same original status and same terms and condition on which he was terminated. On reinstement the status remians the same as has been held in 2002 Supreme Court Cases (L and S) 1010 between Deep Chandra and State of UP and another.

The issue referred is answered in negative, I hold that the termination of worker w.e.f. 31-7-98 is illegal unjustified. The worker deserves to be reinstated as aforesaid. There is no question as to back wages as the worker was part time worker and he had ample opportunity to work elsewhere and earn his livelihood. It is noteworthy that worker has not stated in examination in chief that he has not worked elsewhere during the period after termination.

Lucknow :

Dated : 4-5-2005 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 11 मई, 2005

का. आ. 2032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ ट्रावनकोर, के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोजीकोड़े (केरल राज्य) के पंचाट (संदर्भ संख्या आई.डी.(सी) सं. 5/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/284/2001-आई आर(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th May, 2005

S.O. 2032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D.(C)/ No 5/2001) of the Labour Court, Kozhikode, Kerala State now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workmen, which was received by the Central Government on 10-05-2005.

[No. L-12012/284/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 1st day of Arpil, 2005.

PRESENT:

Shri K. Balasubramanian, B. Com., LL. B.,
Presiding Officer

I.D. (C) N0. 5/2001

BETWEEN:

The Deputy General Manager,
Zonal Office,
State Bank of Travancore,
Calicut, Kerala. Management

AND

A. Govindan,
Surabhi,
Near G.H.S. Chelora,
P.O. Varam,
Kannur-670 594. Workman

REPRESENTATIONS :

Sri A. Govindan, Advocate, Calicut. — For Management.

Sri M. Asokan, & Sri Sreejith Cherot, Advocates, Calicut. — For Workman

AWARD

The worker involved in the reference while working as Clerk-cum-Cashier in the Punnad branch of the Management State Bank of Travancore was dismissed from service on certain charges of misconduct. This reference was made by the Government of India, Ministry of Labour as per order No. L-12012/284/2001 IR (B-I) dated 15-11-2001 to adjudicate the justifiability of the punishment imposed on the workman.

2. While serving in the Punnad branch, the worker was served with a charge memo levelling three charges, that he committed dishonesty and fraud by making alterations and fictitious entries in the bank accounts causing wrongful loss to the Bank and thereby violated the relevant provisions of the bi-partite settlement. An inferral enquiry was caused to be conducted into the charges through a Senior Officer of the Bank who found the worker guilty of all the charges. The worker unsuccessfully assailed the report before the appellate authority. Ultimately accepting the report of the Enquiry Officer, the management dismissed the worker from service. Thereafter the industrial dispute raised by the worker was referred to this Court for adjudication.

3. On receipt of notice both parties appeared through counsel of their choice and filed their respective statements.

4. The worker filed a statement mainly attacking the legality, validity and propriety of the proceedings and findings of enquiry attributing bias on the Enquiry Officer. In the statement worker also contends that the punishment imposed on him is excessively harsh and the charges were concoted at the behest of the then Manager who was on enimical terms with him. On the other hand, according to the managment the enquiry was conducted adhering to the norms and the findings were rendered on the basis of legal and factual evidence. It is also contended that the punishment is proportionate to the charges and it may not be desirable to allow the workman to continue in service in the interest of the institution. The propriety and validity of the enquiry was heard as a preliminary issue. After taking evidence this Court found that the domestic enquiry was properly and validly held in accordance with law and the findings are supported by evidence. Thereafter both sides were heard on the proportionality of punishment.

5. The only point for determination is:

Whether the impugned punishment is excessively harsh or disproportionate to the misdemeanour committed by the worker?

6. **Point** : Three charges are seen mainly levelled against the worker. Gist of charge Nos. 1 and 2 is that one Narayanan had availed a car loan from the management Bank, that he used to entrust money with the woker for re-payment of loan instalments, that the worker made certain credit entries in the loan pass book of the loanee even before the amount coming to the hands of the Bank and this was done by making fradulent adjustment credit entries in loan in account of the some other loanees. The third charge is that the worker maintained Bank accounts with another as well as with another branch of the Management Bank without obtaining necessary sanction. While rendering findings on preliminary points the worker was exonerated of the third charge for want of sufficient evidence whereas finding of guilt over the remaining charges were upheld. Normally interference in punishment is justified only under rare grounds where the court finds that the punishment is unduly harsh or shockingly disproportionate.

7. It is in evidence that the worker is an ex-service personnel and was serving the Bank from 1992. He has no past bad record. There is no case for the management that by commiting the mischieves the worker made any illegal profit. There is also no evidence to show that the false entries were made any dishonest intention or he caused any substantial loss to the Bank by his misdeeds. The management has also no specific case that they have lost confidence in the worker. From the facts and extrenuating circumstances. I hold that the misconduct proved is not of such a serious nature warranting the extreme penalty of dismissal from serving and the punishment imposed is shockingly excessive and service disproportionate to the misdemenour committed. From the facts and circumstances though it is apparent that the workman did not work himself in a way consistant and computable with the faithful discharge of his duties as a bank-employee holding an office of trust and confidence, interest of justice could be met by imposing a lesser punishment of ordering reinstatement in service by forfeiting 50% of the backwages as well as continuity in service.

8. In the result , an award is passed setting aside the impugned punishment imposed on the worker. The management is directed to reinstate the worker in service by imposing a punishment of forfeiture of 50% of the backwages in the post he held within 60 days of publication of award.

Dictated to the Confidential Assistant, transcribed by her, revised, corrected and passed by me on the 1st day of April, 2005.

K. BALASUBRAMANIAN, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, रिहेबलीटेशन काउन्सील ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नम्बर II, नई दिल्ली (संदर्भ संख्या 141/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[फा. सं. एल-42012/230/2003-आई आर (सीएम-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 141/04) of the Central Govt. Indus. Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Rehabilitation Council of India and their workmen, received by the Central Government on 10-05-2005.

[F. No. L-42012/230/2003-IR (CM-II)

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R.N. Rai

I.D. No. 141/04

In the Matter of :—

Sh. Satyender Prasad,
S/o. Sh. Siya Saran Prasad,
R/o. 61/723, Panchkuiyan Road,
New Delhi-01.

Versus

The Director,
Rehabilitation Council of India,
23-A, Shivaji Marg,
New Delhi-01

AWARD

The Ministry of Labour by its Letter No. L-42012/230/2003-IR (CM-II) Central Government dt. 13-08-2004 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of management of Rehabilitation Council of India, New Delhi in terminating the services of the workman Shri Satyendra Prasad, Ex. Labour w.e.f. 01-11-2001 is legal and justified? If not, to what relief the workman is entitled and from which date?"

Several notices have been sent to the workman applicant but he has not turned up. He has received the notice and the date was fixed for filing the claim statament on 05-10-2004 but he did not appear. Again notice was sent fixing 02-05-2005 for claim statement but the workman did not turn up. The management has been turning up on these dates. The workman has not filed his claim statement so there is no dispute existing.

No dispute Award is given.

Date : 03-05-2005

R. N. RAI, Presiding Officer

नई दिल्ली, 10 मई, 2005

का. आ. 2034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नम्बर II, नई दिल्ली (संदर्भ संख्या 181/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2005 को प्राप्त हुआ था।

[फा. सं. एल-22012/49/99-आई आर (सीएम-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 10th May, 2005

S.O. 2034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 181/99) of the Central Govt. Indus. Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of FCI and their workmen, received by the Central Government on 10-05-2005.

[F. No. L-22012/49/99-IR (CM-II)

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. Rai.

I.D. No. 181/99

In the Matter of :—

Sh. Bachan Singh S/o Sh. Hansa Singh,
Gram R/o Johnpur, Degree College Road,
Near Resam Vikhag, Kotdwas,
Pausi Gashwal (U.P.)

Versus

The District Manager,
Food Corporation of India,
Sri Nagar, Distt. Pauri Garhwal.

AWARD

The Ministry of Labour by its Letter No. L-22012/49/99/IR (CM-II) Central Government dt. 03-08-1999 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of management of FCI, Dehradun in superannuating Sh. Bachan Singh on 31-12-1996 is legal and justified? If not, what relief the workman concerned is entitled to."

The workman has filed statement of claim. In his statement of claim, it has been stated that this dispute has arisen on account of a patently incorrect, illegal and unjustified action of the management in retiring the claimant workman one year earlier than his actual & real date of retirement *viz.* 31-12-1997. That the workman had joined the Army Service Corps on 18-12-1960 and was discharged from service on medical ground w.e.f. 11-09-1966. The Discharge certificate clearly indicates 18-12-1939 as the date of birth of this claimant (Copy enclosed Annexure-W1). That an identity card of ex-servicemen bearing No. UP-006588 was issued to the claimant and this also clearly mentions 18-12-1939 as the date of birth (Copy enclosed Annexure-W2). That the claimant joined the services of Food Corporation of India as a Guard/Chowkidar on 31-12-1971 at Ludhiana and then transferred to different places. That at the time of interview on 09-12-1971 and joining F.C.I. on 31-12-1971 true copies of all such authentic documents including pension papers issued by Army/ other competent authorities were submitted to the F.C.I. Management. That again while in service with F.C.I. his case was referred to Military Hospital, Ambala Cantt. By Officer Incharge, Army Service Corps, Meerut Cantt. vide his letter no. 6445754 dt. 13-05-1972 under intimation of FCI for medical review & this also mentions the date of birth of workman as 18-12-1939.

That the claimant thereafter continued in the service of F.C.I. upto 1996 and served that organisation faithfully and sincerely as a disciplined ex-army person and at no time there was any occasion or dispute with regard to claimants age or date of birth (duly certified by army authorities) nor there was any oral or written communication in this respect from the F.C.I. management. That when the claimant came to know that there was some mistake in his service book regarding his date of birth, he wrote a letter to Distt. Manager, F.C.I., Srinagar, Distt. Garhwal requesting him to rectify the mistake and this application was duly forwarded to him by his superiors on 10-10-1995 (Copy enclosed Annexure W4). But no action seems to have been taken by the F.C.I. nor there was any letter or notice issued to the claimant as required.

That suddenly & to complainant's utter shock & disbelief, an office order dt. 19-12-1996 was received by him from the Distt. Manager, FCI, Srinagar, that on completion of 58 years of age, he is retired w.e.f. 31-12-1996 (Copy encolsed Annexure W5). That inspite of his representations, oral & written, nothing was done. The ex-servicemen Welfare Board, Kotdwar also wrote a detailed letter on 17-04-1998 explaining everything but still the employers did not pay any attention (Copy encolsed Annexure-W6). That in these circumstances, an industrial dispute was raised before Conciliation Officer & Asst. Labour Commissioner (Central) Dehradun which ended in failure on account of the adamant and unjustified stand of the employers (Copy encolsed Annexure-W7). That the claimant is an ex-serviceman and a scheduled caste as also a handicapped person and has been victimized and unfairly treated by the employers on account of which he has suffered pecuniary loss and also humiliation and mental agony.

That the action of the employer in terminating the service in the manner also amounts to an illegal retrenchment. That the Food Corporation of India is a public sector corporation and as held by various High Courts & Superme Court, an agent or instrument of the State within the meaning of Article 12 of the Indian Constitution. It cannot therefore act in arbitrary manner and discriminate against the complainant in any manner. That in the light of the facts and circumstances given above, the action of employers in retiring the claimant w.e.f. 31-12-1996 is grossly unfair, illegal and unjustified.

The management has filed written statement. In the written statement, it has been stated that the employer had earlier sought date from this Hon'ble Tribunal for submitting its written statement as the documents for preparing the said written statement were not available with the concerned office of the employer in as much as the workman was earlier posted and worked at Ludhiana and hereafter he was transferred to U.P. Region after having worked for short time in Delhi. It is submitted that a few of the documents which are vital and necessary for the just decision of the matter before this Hon'ble Tribunal are still not traceable and available and thus the employer also carves the leave of this Hon'ble Court to file some and more documents at a later stage when those are made/ found available with the Employer.

That the claim filed by the workman is barred by time because as per the reference order No. (CM-II) dt. 03-08-1999 the workman was bound to file the statement of claim within fifteen days of the receipt of the said order, whereas the statement of claim is filed in and around July, 2000, as such the present statement of claim is liable to be rejected on this ground alone. That the present statement

of claim as filed by the workman is not maintainable as the same is not properly signed, verified and filed, thus merits dismissal. That the workman has not come before this Hon'ble Tribunal with clean hands and has concealed material and vital facts which are necessary for the adjudication of the present claim and thus Hon'ble Tribunal, as prayed for. That the workman throughout at all stages of his employment with the Employer has been stating even in all the documents submitted by him his date of birth and date of retirement as 18-12-1938 and 31-12-1996 respectively and now at this stage after being retired by superannuation the workman is trying to circumvent the facts in his favour with a view to gain the benefit of being in employment for one year more, thus the Industrial Dispute raised by the workman is not maintainable and merits dismissal out rightly.

It is wrong and denied that this dispute has arisen on account of a patently incorrect, illegal and unjustified action of the management in retiring the claimant/workman one year earlier than his actual and real date of retirement *viz.* 31-12-1997. It is submitted that as per the records of the Employer the date of birth of the workman is 18-12-1938 and this fact has never been disputed or controverted by the workman at any stage during his employment with the employer. It is further submitted that the workman throughout his employment with the employer has maintained his date of birth as 18-12-1938 and date of retirement as 31-12-1996 and now the workman having being retired on his superannuation just to gain the benefit of being in employment for one year more has been raising this dispute. True copies of few of the letters/documents submitted by the workman to the employer wherein he has admitted and stated his date of birth as 18-12-1938 and date of retirement as 31-12-1996 are annexed herewith as Annexures E-1, E-2, E-3, E-4, E-5 and E-6 for the kind persual of this Hon'ble Tribunal. A true copy of leave account kept by the employer in its ordinary course of business is also being attached herewith as Annexure E-7 which also shows that the date of birth of the workman is 18-12-1938.

It is wrong and denied that the discharge certificate clearly indicates 18-12-1938 as the date of birth of this claimant. It is submitted that the age of the workman fixed by the employer at the time of joining of service by the workman and being not disputed by the workman at any point of time during his employment is to be taken as final and now the workman is estopped from raising dispute with regard thereto. It is wrong and denied for want of knowledge that an identity card of ex-servicemen bearing No. UP-006588 was issued to the claimant and this also clearly mentions 18-12-1938 as the date of birth. It is submitted that there are many and other documents where the workman himself had been mentioning his date of birth as 18-12-1938 and a solitary document such as the said identity card cannot override the contents of other documents. It is wrong and denied that at the time of interview on 09-12-1971 and joining Food Corporation of India on 31-12-1971 true copies of all such authentic documetns including pension papers issued by Army/other competent authorities were submitted to the Food Corporation of management. It is submitted that the workman throughout during his employment with the employer has been stating that his date of birth is 18-12-1938 and that being so the workman cannot raise the issue a fresh after being retired on superannuation on the basis of date of birth mentioned by him in each and every document submitted with the employer.

It is wrong and denied that said letter also mentions the date of birth of workman as 18-12-1939. It is submitted that the said document on the face of it is manipulated and fabricated inasmuch the words 'my date of birth is 18-12-1939' in the said letter at para 4 is out of context and the para 4 itself and the name of Bachan Singh in the said letter is clearly seems to be from a typerwriter different from the one used for writing the said letter. It is submitted that for this manipulation and fabrication the workman should be held criminally liable and an action should be initiated against him for forging a document and using the such forged document for his advantage. It is wrong and denied that at no time there was any occasion or dispute with regard to claimant's age or date of birth (duly certified by army authorities) nor there was any oral or written communication in this respect from the Food Corporation of India management. It is submitted the replies to forgoing paras may be read as reply to this para as well as those are not being repeated herein for the sake of brevity and to avoid repetition.

It is submitted that the said letter at the fag end of the service and just at the verge of the retirement of the workman is quite after thought and a step to establish a false case in his favour with regard to date of retirement after having actually retired, as such the contents of the said letter have no bearing on the present case of the workman. Rest of the para is wrong and denied. It is wrong and denied that the claimant came to know that there was some mistake in his service book regarding his date of birth and he wrote a letter to District Manager. It is submitted that there could not be any occasion of the workman coming to know of any mistake in his service book regarding his date of birth and requesting for any rectification of mistake as the workman himself at all stage had been stating his date of birth as 18-12-1938 as depicted in the various letters annexed here with. It is submitted that in a letter dt. 23-11-1996, annexed herewith Annexure E-6, obviously after 10-10-1995 by the workman to the employer the workman has stated his date of birth as 18-12-1938.

It is submitted that even after the said letter dt. 10-10-1995 the workman had been writing letters to the employer stating therein that his date of birth is 18-12-1938 and one of those letters is annexed herewith as Annexure

E-6. It is wrong and denied that suddenly and to complainant's utter shock and disbelief, an office order dt. 19-12-1996 was received by him from District Manager, Food Corporation of India, Srinagar that on completion of 58 years of age, he is retired with effect from 31-12-1996. It is submitted that the workman himself knew and was conscious that he was going to retire on 31-12-1996. The workman has himself stated the said date of his retirement in one of his letters annexed herewith as Annexure E-6 as his date of retirement as 31-12-1996 and thus there was no occasion for the workman to be shocked and surprised.

The workman has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that his date of birth is 18-12-1939 whereas the management retired him on 19-12-1939 treating his date of birth as 17-12-1938. He has filed photocopy of his Identify Card. In the Identity Card his date of bith has been mentioned as 18-12-1939. Besides Identity Card he has filed photocpy of family register. In the photocopy his date of birth is written as 18-12-1938.

It was submitted from the side of the management that E-8 his learner's license and his date of birth has been written as 18-12-1938. In Circular No. 4 of 1989 the date of birth of the workman has been entered as 17-12-1938. Shri Bachan Singh has received order dated 30-12-1996 and his date of birth has specifically been mentioned as 17-12-1938 but he did not object to that letter. From E-12, it transpires that the workman with his signature on 13-07-1997 has demanded gratuity amount. E.13 also shows that the workman applicant was retired on 31-12-1996 and he received Rs. 15,000 E-14 is the application written by the workman in which he has written that he retired on 31-12-1996. Again E.15 is office order in which his date has been mentioned as 17-12-1938. He has received copy of this letter and he has not objected to it. In Cordex form dated 23-10-1982 E-1, the date of birth of the workman has been written as 17-12-1938. The workman applicant has put his signature on this letter. It indicates that the workman applicant new his date of birth as 17-12-1938 but he did not objected. In Cordex form dated 26-03-1985, Annexure E-2 the date of birth of the workman applicant has been written as 17-12-1938. He has put his signature on the same. It was declaration by him so the workman applicant is bound by his own declaration. His date of birth has been specifically mentioned in these two-cordex form. He has given copy of order dated 17-09-1988. Annexure E-3, in this also his date of birth has been written as 17-12-1938 but he has not objected to that. In letter dated 15-09-1988 regarding his promotion Shri Bachan Singh the workman has himself written his date of birth as 17-12-1938. He has received Rs.90,000 on 04-11-1996. He has put his signature over this paper. In Annexure E-5 he has written his date of birth as 18-12-1938 and his date of retirement is 31-12-1996. he has written letter to the Sr. Regional Manager for his selection Grade and he has himself mentioned his date of birth as 17-12-1938. These papers go along way to prove that the date of birth of the workman applicant is 17-12-1938 as per his own admissions. He is estopped from agitating the matter as in several letters written by him and signed by him he has written his date of birth as 17-12-1938 so he cannot go against his own admissions. Somehow or the other in the Identify Card and in the family register his date of birth has been entered as 18-12-1939 but these papers have no value in the light of categorical admission of the workman applicant. In the papers of the management his date of birth has been entered, as 17-12-1938 and he kept silent for these years. After manipulating the papers he has filed this case so there is no force in his claim petition and he is not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the management of Food Corporation of India, Dehradun in superannuating Shri Bachan Singh on 31-12-1996 is legal and justified.

The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Date : 02-05-2005 R. N. RAI, Presiding Officer

नई दिल्ली, 19 मई, 2005

का. आ. 2035.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रवर्तन से मैसर्स हिन्दुस्तान एन्टीबायोटिक्स लिमिटेड, पिम्परी, पुणे में नियुक्त नियमित कर्मचारियों को निम्नलिखित अवधि के लिए छूट प्रदान करती है।

1 अक्टूबर 1989 से 30 सितम्बर, 1991 तक जिसमें यह दिनांक भी सम्मिलित है,

और

1 अक्तूबर 1996 से और 30 सितम्बर, 2000 तक जिसमें यह दिनांक भी सम्मिलित है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् :—

(1) पूर्वोक्त प्रतिष्ठान जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे,

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको करने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदान के आधार पर हकदार हो जाते,

(3) छूट प्राप्त अवधि के लिए यदि कोई अंशदान पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे,

(4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसके पश्चात् उक्त अवधि कहा गया है), ऐसी विवरणियां ऐसे प्रारूप में और ऐसी विशिष्टताओं सहित देगा जो कर्मचारी राज्य बीमा सामान्य विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देती थी,

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी :—

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ,

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं, या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिए गए उन लाभों को, जिसके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या

(iv) यह निम्नलिखित प्राधिकार देने हेतु यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं,

(क) प्रधान या आसन्न नियोजक से अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों, नियोजन एवं मजूदरी के संदाय से संबंधित ऐसे लेखा बहियां और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे, जिसे वे आवश्यक समझते हैं, या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि यह कर्मचारी है, परीक्षा करना या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा बही या अन्य दस्तावेज की नकल तैयार करना या उससे उदाहरण लेना।

[सं. एस.-38014/3/2003-एस एस-I]

के. सी. जैन, निदेशक

व्याख्यात्मक ज्ञापन.—इस मामले में भूतलक्षी प्रभाव से छूट देना आवश्यक हो गया है क्योंकि छूट के लिए दिए गए आवेदनों की प्रक्रिया में समय लगा। तथापि, यह प्रमाणित किया जाता है कि भूतलक्षी प्रभाव से छूट प्रदान करने से किसी व्यक्ति पर विपरीत प्रभाव नहीं पड़ेगा।

MINISTRY OF LABOURAND EMPLOYMENT

New Delhi, the 19th May, 2005

S.O. 2035.—In exercise of the powers conferred by section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of M/s. Hindustan Antibiotics Limited, Pimpri, Pune from the operation of the said Act for the following period :—

1st October, 1989 up to and inclusive of the 30th September, 1991.

and

1st October, 1996 up to and inclusive of the 30th September, 2000.

2. The above exemption is subject to the following conditions namely :—

(1) The aforesaid establishment wherein the employers are employed shall maintain a register showing the name and designations of the exempted employees.'

(2) Not withstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the

contributions paid prior to the date from which exemption granted by this notificaiton operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (I) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf shall, for the purpose of :—

(i) Verifying the particulars contained in any returned submitted under Sub-section (1) of Section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notificaiton; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to empowered to :

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

[No. S-38014/3/2003-SS.-I]

K. C. JAIN, Director

Explanatory Memorandum.—It has become necessary to give retrospective effect to the exemption in this case as processing of the applications for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of any body adversely.

शुद्धि-पत्र

नई दिल्ली, 19 मई, 2005

का.आ. 2036.—भारत के राजपत्र भाग, II खण्ड 3, उप-खण्ड (ii) में दिनांक 12 अप्रैल, 2003 में प्रकाशित का.आ. सं. 1173 द्वारा श्रम मंत्रालय की अधिसूचना के लिए भारत के राजपत्र भाग-II, खण्ड 3, उप-खण्ड (ii) में दिनांक 10 जुलाई, 2004 को प्रकाशित का.आ. सं. 1662 द्वारा श्रम और रोजगार मंत्रालय द्वारा प्रकाशित शुद्धिपत्र में दर्शाए गए क्रम संख्या 88 और 89 को ठीक करते हुए क्रमश: क्रम सं. 84 और 85 पढ़ा जाए।

[सं. एस.-38014/49/2002-एस एस-I]

के. सी. जैन, निदेशक

CORRIGENDUM

New Delhi, the 19th May, 2005

S.O. 2036.—In the Corrigendum of the Ministry of Labour & Employment published in the Gazette of India Part-II, Section 3, Sub-Section (ii) dated 10th July, 2004 *vide* S.O. No. 1662 to the notification of the Ministry of Labour published in Gazette of India Part-II, Section 3, Sub-section (ii) dated 12th April, 2003 *vide* S.O. No. 1173 the Sl. No. 88 and 89 indicated therein shall be corrected to read as 84 and 85 respectively.

[No. S-38014/49/2002-SS.I]

K. C. JAIN, Director.

शुद्धि-पत्र

नई दिल्ली, 19 मई, 2005

का.आ. 2037.—भारत के राजपत्र भाग II, खण्ड-3 उप-खण्ड (ii) में दिनांक 12 अप्रैल, 2003 को प्रकाशित श्रम मंत्रालय की अधिसूचना का.आ. संख्या 1173 द्वारा निम्नलिखित प्रविष्टियां शामिल की जाएंगी :—

क्र. सं.

86. मैसर्स हिन्दुस्तान एंटीबायोटिक्स लि., पिम्परी, पुणे
87. मैसर्स इंडियन फार्मर्स फर्टिलाइजर को-ऑपरेटिव लि., नई दिल्ली।
88. मैसर्स चेन्नई पेट्रोलियम कारपोरेशन लिमिटेड, चेन्नई।

[सं. एस.-38014/49/2002 एस एस-I]

के. सी. जैन, निदेशक

CORRIGENDUM

New Delhi, the 19th May, 2005

S.O. 2037.—In the Notification of the Ministry of Labour published in the Gazette of India Part-II, Section 3, Sub-section (ii) dated 12th April, 2003 *vide* S.O. No. 1173, the following entries shall be made :

Sl. No.

86. M/s. Hindustan Antibiotics Ltd., Pimpri, Pune
87. M/s. Indian Farmers Fertilizer Cooperative Ltd., New Delhi.
88. M/s. Chennai Petroleum Corporation Limited, Chennai.

[No.S-38014/49/2002-SS.-I]

K. C. JAIN, Director

शुद्धि-पत्र

नई दिल्ली, 26 मई, 2005

का.आ. 2038.—इस मंत्रालय की समसंख्यक अधिसूचना दिनांक 30-7-2004 के अनुलग्नक पंचाट के पृष्ठ संख्या 9 के अंतिम पैरा की दूसरी पंक्ति में कर्मकार का नाम "Shri Ramdeo Ram" के स्थान पर "Shri Ramdas Ram" पढ़ा जाए।

[सं. एल.-20012/396/94-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

CORRIGENDUM

New Delhi, the 26th May, 2005

S.O. 2038.—In the second line of the last para of page 9 of the Award annexed to the notification of even number 30-7-2004 by this Ministry, the name of the workman may be read as "Shri Ramdas Ram" in stead of "Shri Ramdeo Ram".

[No. L-20012/396/94-IR(C-1)]

S. S. GUPTA, Under Secy.

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